

## Trade Promotion: Game of Chance

### Schedule to Terms of Entry

<b>Name of Promotion</b>	<b>Nova's Cash, Car &amp; Caribbean</b>
<b>Permit numbers</b>	Authorised under: SA Licence No. T15/1198
<b>Station and Station Website</b>	Nova 919 ( <a href="http://www.novafm.com.au/919/">www.novafm.com.au/919/</a> and <a href="http://www.nova919.com.au">www.nova919.com.au</a> )
<b>Promoter</b>	Nova 91.9 Pty Ltd (ACN 106 082 044) of Level 3, 75 Hindmarsh Square Adelaide SA 5000
<b>Relevant State</b>	SA
<b>Entry Restrictions</b>	<p>Entrants and their companion/s must be at least 18 years of age or over.</p> <p>The Promoter may require entrants and their companion/s to provide proof of age in a form acceptable to the Promoter. Should an entrant or their companion/s be unable to satisfy this requirement, the entrant will be ineligible for a Minor Prize or a Major Prize.</p> <p>To be eligible to win a Minor Prize or a Major Prize, entrants must be able to attend the Major Prize Draw Event (the <b>Event</b>) on Friday 21<sup>st</sup> August 2015 between 7.00pm (ACST) and 10.00pm (ACST) at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063 and be registered in one (1) of the Major Prize Draws by a representative of the Promoter by 8.30pm (ACST).</p> <p>Minor Prize Winners may nominate a proxy to attend the Event on their behalf (<b>Proxy</b>) (Proxy must be 18 years of age or over) if they are unable to attend the Event for any reason.</p> <p>Minor Prize Winners must advise the Promoter by 5.00pm (ACST) on Friday 21<sup>st</sup> August 2015 if they wish to nominate a Proxy to attend the Event on their behalf. In the event that a Minor Prize Winner's Proxy is drawn first in any of the Major Prize Draws, the relevant Major Prize will be provided to the Minor Prize Winner only and not to the Proxy attending the Event on the Minor Prize Winner's behalf.</p> <p>Minor Prize Winners who are unable to attend, or are unable to nominate a Proxy to attend the Event on their behalf will be deemed ineligible to enter any of the Major Prize Draws.</p> <p>An entrant who has won prizes to the value of \$10,000 or more, in any promotion(s) run by the Promoter in the previous six (6) months prior to their Entry in this promotion is ineligible to enter this promotion.</p> <p>If requested by the Promoter (in its sole discretion), entrants and their companion/s must sign an indemnity and exclusion of liability form in order to be eligible to win and participate in any of the Major Prizes.</p> <p><b>To be eligible for Major Prize One:</b></p>

	<ul style="list-style-type: none"> <li>Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner.</li> </ul> <p><b>To be eligible for Major Prize Two:</b></p> <ul style="list-style-type: none"> <li>Entrants must be the holder of a current full driver's licence.</li> </ul> <p><b>To be eligible for Major Prize Three:</b></p> <ul style="list-style-type: none"> <li>Entrants and their companion/s must be the holder of a current passport with at least 6 months validity from the end of the Travel Dates.</li> <li>The winner and their nominated companion are responsible for any visa requirements associated with Major Prize Three. In the event that the winner or their nominated companion are unable to obtain appropriate visas, then the Promoter takes no responsibility for the winner's (or their nominated companion's) inability to take Major Prize Three.</li> <li>Entrants and their companion must be able to take Major Prize Three between Saturday 7<sup>th</sup> November 2015 and Tuesday 24<sup>th</sup> November 2015 (<b>Travel Dates</b>).</li> <li>Dates and schedules of Major Prize Three are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes.</li> </ul>
<b>Promotion Period</b>	<p>The promotion begins at 6.00am (ACST) on Monday 20<sup>th</sup> July 2015.</p> <p>Web Entries into the promotion close at 9.30am (ACST) on Wednesday 19<sup>th</sup> August 2015.</p> <p>Phone Entries into the promotion close at 3.00pm (ACST) on Friday 21<sup>st</sup> August 2015.</p>

**Entry Method**

During the Promotion Period, entrants may enter the promotion in either one or both of the following ways:

**Phone Entry**

At various times during the Promotion Period, between 6.00am (ACST) on Monday 20<sup>th</sup> July 2015 and 3.00pm (ACST) on Friday 21<sup>st</sup> August 2015:

- (a) listeners will be invited via station on air announcements to call 13 24 10 when they hear the “Cash, Car and Caribbean” sound effects during a specified time period;
- (b) the first caller to successfully call 13 24 10 during the specified time period (as determined by the Promoter in its sole and absolute discretion) will be deemed a Minor Prize winner and will be invited to attend the Event (each, a **Minor Prize Winner**).

**Web Entry**

Between 6.00am (ACST) Monday 20<sup>th</sup> July 2015 and 9.30am (ACST) on Wednesday 19<sup>th</sup> August 2015, entrants may visit the Station Website and fully complete the online entry form in the manner required, including by

- (a) providing their name, date of birth, address, contact telephone number and current and valid email address;
- (b) all valid entries received during the Promotion Period will be placed into a random electronic prize draw (**Web Entry Draw**) in accordance with the Draw Details set out below.

On Wednesday 19<sup>th</sup> August 2015, between 10.00am (ACST) and 2.00pm (ACST) the Promoter will:

- (a) conduct the Web Entry Draw (in accordance with Draw Details below);
- (b) contact up to twenty (20) entrant/s whose valid entries are drawn first in the Web Entry Draw (each, a **Minor Prize Winner**) by telephone; and
- (c) invite the Minor Prize Winners to attend the Event.

**Attend Event and Register for Major Prize Draw**

On Friday 21<sup>st</sup> August 2015, all Minor Prize Winners (or their nominated Proxy) must:

- (a) attend the Event between 7.00pm (ACST) and 10.00pm (ACST) at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063; and
- (b) register their attendance (or have their Proxy register on their behalf) with a representative of the Promoter by 8:30pm (ACST);
- (c) following registration, each Minor Prize Winner will be asked to select one (1) Major Prize Draw which they would like to be entered into. For the avoidance of doubt, Minor Prize Winner's may choose to enter one (1) of the following Major Prize Draws:
  - i. Major Prize Draw One (Cash); **OR**
  - ii. Major Prize Draw Two (Car); **OR**
  - iii. Major Prize Draw Three (Caribbean).
- (d) all valid registered Major Prize Winners will receive one (1) entry into their chosen Major Prize Draw. For the avoidance of doubt, companions will not receive an entry into any Major Prize Draw.

	<p><b>Major Prize Draws</b> On Friday 21<sup>st</sup> August 2015, between 9.00pm (ACST) and 10.00pm (ACST), the Promoter will conduct three (3) Major Prize Draws in accordance with Draw Details as set out below.</p>
<b>Maximum Number of Entries</b>	Entrants may enter the promotion as many times as they wish, however entrants may only receive one (1) Minor Prize each, and may only receive one (1) entry into one (1) of the Major Prize Draws. For the avoidance of doubt, entrants may only win one (1) Major Prize each.
<b>Draw Details</b>	<p><b>Web Entry Draw</b> One (1) Web Entry Draw will be conducted as follows:</p> <ul style="list-style-type: none"> <li>• <b>Web Entry Draw:</b> between 10.00am (ACST) and 2.00pm (ACST) on Wednesday 19<sup>th</sup> August 2015, at the Promoter's premises.</li> </ul> <p>Up to twenty (20) of the entrants whose valid entries are drawn first in the Web Entry Draw will be contacted by telephone (by a representative of the Promoter), deemed a Minor Prize Winner and invited to attend the Event (as determined by the Promoter in the Promoter's sole and absolute discretion).</p> <p><b>Major Prize Draws</b> Three (3) Major Prize Draws will be conducted, as follows:</p> <ul style="list-style-type: none"> <li>• <b>Major Prize Draw One:</b> between 9.00pm (ACST) and 10.00pm (ACST) on Friday 21<sup>st</sup> August 2015 at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063. The first valid entry drawn will be awarded Major Prize One.</li> <li>• <b>Major Prize Draw Two:</b> between 9.00pm (ACST) and 10.00pm (ACST) on Friday 21<sup>st</sup> August 2015 at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063. The first valid entry drawn will be awarded Major Prize Two.</li> <li>• <b>Major Prize Draw Three:</b> between 9.00pm (ACST) and 10.00pm (ACST) on Friday 21<sup>st</sup> August 2015 at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063. The first valid entry drawn will be awarded Major Prize Three.</li> </ul> <p>In the event that a registered Minor Prize Winner is not present at the Event during the Major Prize Draws and wins a Major Prize they will still be awarded the relevant Major Prize.</p>
<b>Prize Details</b>	<p><b>Minor Prizes</b> There are up to two-hundred (200) Minor Prizes to be won, as follows:</p> <ol style="list-style-type: none"> <li>one (1) x entry into the Major Prize Draw of the Minor Prize Winner's choosing (dependant on valid registration at the Event as set out above under Entry Method);</li> <li>three (3) x tickets to the Event, for the winner and two (2) companions (companions must be aged 18 years of age or over) at The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA</li> </ol>

5063 between 7.00pm (ACST) and 10.30pm (ACST) on Friday 21<sup>st</sup> August 2015, valued at up to \$120 AUD (incl GST).

Minor Prize Winner's and their companion/s will receive one (1) standard drink per person per hour and food.

I.D to enter the venue is required. The venue reserves the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated. Dress standards apply (at the discretion of the venue).

The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason. If a Minor Prize Winner is refused entry into the venue for any reason, they will be ineligible for a Minor Prize or a Major Prize.

Responsible service of alcohol laws will be strictly enforced.

### **Major Prizes**

There are three (3) Major Prizes to be won, as follows:

#### **MAJOR PRIZE ONE: The Cash**

Major Prize One will comprise of:

- (a) A cash prize to the value of \$10,000 AUD (inc GST), to be transferred to winner's nominated valid Australian bank account via electronic funds transfer.

#### **MAJOR PRIZE TWO: The Car**

Major Prize Two will comprise of:

- (a) One (1) x new manual Toyota Yaris (2015), valued at up to \$16,635 AUD (incl GST).

Major Prize Two includes the following elements:

- all on statutory and on road costs;
- 12 months' registration (including CTP insurance).

The following are not included with Major Prize Two:

- comprehensive insurance and any additional insurances;
- licence/s, other accessories, and any other ancillary costs not listed in Major Prize Two Details above.

#### **MAJOR PRIZE Three: The Caribbean**

Major Prize Three will comprise of:

- One (1) x travel prize for the winner and up to one (1) companion (companion must be aged 18 years or older, to be determined by the winner of Major Prize Three and approved by the Promoter in its absolute and sole discretion) to New York City, USA and the Caribbean between Saturday 7<sup>th</sup> November 2015 and Tuesday 24<sup>th</sup> November 2015 (inclusive), valued at up to \$10,158 AUD (incl GST).

Major Prize Three comprises of the following components:

- (a) two (2) adult return airfares from Adelaide, SA to New York City, USA (inclusive of airfare related taxes and charges), valued at up to \$4,400 AUD (incl GST);
- (b) Twelve (12) nights minimum three (3) star accommodation, twin share, in a 2 berth Balcony Cabin on board "Anthem of the Seas", to be shared by the winner and their companion (inclusive of all fees and taxes), departing from Cape Liberty, New Jersey on Tuesday 10<sup>th</sup> November 2015 and returning to Cape Liberty, New Jersey on Sunday 22<sup>nd</sup> November 2015, valued at \$5,785 AUD (incl GST);
- (c) return transfers for the winner and their companion from the airport in New York City to the point of departure/return for the cruise, valued at up to \$150 AUD (incl GST).

#### **Major Prize Three Terms and Conditions**

- The winner and their companion (if any) may be required to sign a code of conduct and/or a legal release or releases in the form determined by the Promoter in its sole discretion prior to participating in Major Prize Three. Failure to do so as determined by the Promoter (in the Promoter's absolute and sole discretion) will result in the winner forfeiting Major Prize Three.
- All components of Major Prize Three are to be arranged by a representative of the Promoter and/or an agent nominated by the Promoter in its sole discretion.
- Redeeming Major Prize Three and any tickets, passes or vouchers issued as part of Major Prize Three is conditional on acceptance of terms and conditions as detailed by the Promoter, any prize providers and the airline carriers in accordance with normal travel practices.
- All travel must be taken between Saturday 7<sup>th</sup> November 2015 and Tuesday 24<sup>th</sup> November 2015 and is subject to availability which may depend on applicable blackout periods as advised by any prize provider, select seat class with airlines or specific room category availability with accommodation partner.
- The winner and/or their companion must have a valid credit card.
- Passports, visas, spending money, meals, additional activities and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in Major Prize Three Details above are the responsibility of the winner and his/her nominated companion as incurred.
- It is the winner's responsibility to organise transport to/from the airport departure/return point.
- Once booked, Major Prize Three cannot be amended or altered.
- The Promoter takes no responsibility for loss or injury suffered by the winner and/or their companion as a result of taking Major Prize Three.
- It is recommended that the winner and their nominated companion have valid travel insurance for their period of travel and adequate for the countries of travel.

- No portion of Major Prize Three is redeemable for cash. Major Prize Three is not refundable or transferable.
- The Promoter and prize providers accept no responsibility for any changes and/or cancellations to the events or activities. In the event that one or more event or activity is no longer available, the remainder of Major Prize Three shall constitute the complete and total Major Prize Three. The Promoter will not enter into any further correspondence with the winner and his/her nominated companion.
- All components of Major Prize Three must be taken together and when offered or are forfeited. Any element of Major Prize Three not taken will be deemed to be forfeited.
- The winner and their companion must travel together and participate in Major Prize Three together at all times.
- If the winner and their companion miss any of the arranged flights, the winner will forfeit Major Prize Three (at the Promoter's absolute and sole discretion).
- The winner and their companion must not be under the influence of any drugs and may consume alcohol in moderation but must not be under the influence of alcohol during any activities to the extent that it impairs or affects their understanding, judgment or participation in the activities, and subject to any limitations of the Promoter, any prize supplier and prevailing laws and regulations.
- The winner and their companion consent to the Promoter conducting a criminal record check prior to their participation in Major Prize Three. The Promoter may, in its sole and absolute discretion, refuse the Major Prize Three winner and/or their companion's participation in Major Prize Three, if the winner and/or their companion have a criminal record or any criminal charges pending. In these circumstances, the winner and/or their companion will forfeit all claims in relation to Major Prize Three.
- The winner and their companion must be in good health and must not have any pre-existing medical conditions that would prohibit them from entering this promotion or participating in any way in Major Prize Three.
- The winner and their companion must hold a current and valid passport with at least 6 months validity from the travel date of Major Prize Three. The winner and their companion must provide a copy of their passports at the time of winning to verify the validity. If the winner and/or their companion do not supply their passports as requested, the winner will forfeit Major Prize Three as determined by the Promoter in the Promoter's absolute and sole discretion.
- The winner and their companion (if any) must prepare all necessary paperwork and apply for any relevant visas to enable them to travel to, and remain in, the USA and the Caribbean and participate in Major Prize Three (at their own cost). The winner should consult the Embassies or Consulates of the USA and the Caribbean for up-to-date information to ensure they can obtain the required visa prior to travel, in order to accept Major Prize Three. If the winner and/or their companion is unable to obtain a relevant visa or travel document, and/or is refused entry into USA

or the Caribbean, the winner may forfeit Major Prize Three, in the sole and absolute discretion of the Promoter.

- The Australian Department of Foreign Affairs and Trade issues travel warnings and updates for travellers. The Promoter recommends that winners consult <http://smartraveller.gov.au/> for advice and information prior to undertaking travel.
- Any necessary vaccinations are the responsibility of the winner and their companion.
- Entering this promotion and taking Major Prize Three is subject to prevailing terms and conditions of any accommodation/transport/experience/services/transfers/travel insurance or tour providers, and in particular, health, behaviour, age and safety requirements. The winner and their companion must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in Major Prize Three, including all directions in relation to health, age, behaviour, safety and legal and responsible consumption of alcohol. No compensation will be payable if the winner and/or their companion are unable to use any element of Major Prize Three as stated for whatever reason, including refusal of entry or departure into or out of USA or the Caribbean or participation in any other activities for health, age, behaviour or safety reasons. If the winner or their companion fails to participate in Major Prize Three in the manner required, as stated in this condition and/or in the reasonable opinion of the Promoter or any prize supplier, the balance of Major Prize Three will be forfeited with no compensation payable.
- The winner and their companion must adhere to any and all local government laws and regulations, including around the consumption of alcohol and gambling. The Promoter takes no responsibility for any actions taken by local authorities if the winner and/or their companion break any local laws. The winner and their companion should make themselves aware of the local laws and penalties of USA and the Caribbean. Serious and severe penalties exist for underage drinking and drug offences. The death penalty can be enforced in some states of the USA for criminal acts such as murder, rape and crimes against the state including treason and threats to Homeland Security including acts of terrorism.
- The winner and their companion must be in good health and must not have any pre-existing medical conditions that would prohibit them from flying to, entering and remaining in the USA and the Caribbean, or participating in any way in Major Prize Three. The winner and their companion must declare to the Promoter and/or any supplier any health-related issues that may affect their safe participation in any part of Major Prize Three and obtain a written clearance from their doctor in this respect.
- The winner and their companion may be required to attend, undergo and pass any appropriate training, briefings, safety demonstrations, requisite medical tests and other requirements of the Promoter and any partnering clients as determined by them in their absolute discretion.
- The Promoter and/or any prize supplier in their absolute discretion: (a) reserve the right to refuse to allow the winner or their companion to take part in any or all aspects of Major Prize



	<p>Three if they reasonably believe the winner or their companion poses a safety risk or for any other reason; and (b) may cancel the relevant component of Major Prize Three if the conditions are deemed dangerous. No compensation will be payable if the winner or their companion are unable to use any element of Major Prize Three as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.</p> <ul style="list-style-type: none"> <li>• The Promoter reserves the right to disqualify the winner or their companion, prohibit the winner's or their companion's participation in Major Prize Three or any component of Major Prize Three, or otherwise cease to provide any prize benefit to the winner or their companion, if the winner or their companion act in a way, or cause material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law or the rules (if any), to diminish the good name or reputation of any prize supplier and/or the Promoter, its products and/or services or any of its related bodies corporate, or is otherwise not in keeping with the spirit of the promotion. For the avoidance of doubt, the winner can be disqualified after the winner is notified and published if the winner or their companion is found to have not acted in accordance with these Terms of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.</li> <li>• The Promoter, its agents and its partnering clients may use the winning entry and the winner's and their companion's names, likeness, images and/or voices (including photograph, film or recording of the same) from (but not limited to) their participation in Major Prize Three, in any media for an unlimited period without further notification, compensation or remuneration for the purpose of promoting, publicizing or marketing this promotion (including Major Prize Three and any outcome) and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter and/or its partnering clients. The winner and their companion agree that they will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its partnering agents.</li> </ul>
<b>Total Prize Pool</b>	Up to \$60,943 (incl GST).
<b>Notification of Winners</b>	<p>Minor Prize Winners will be notified:</p> <ul style="list-style-type: none"> <li>- via telephone; and/or</li> <li>- on air at the time of winning,</li> </ul> <p>by 5.00pm (ACST) on Friday 21<sup>st</sup> August 2015.</p> <p>Major Prize Winners will be notified:</p> <ul style="list-style-type: none"> <li>- via telephone; and/or</li> <li>- in person at the time of winning,</li> </ul> <p>by 10.00pm (ACST) on Friday 21<sup>st</sup> August 2015.</p>
<b>Publication Details</b>	Major Prize Winners will be published in The Adelaide Advertiser on Monday 31 <sup>st</sup> August 2015.
<b>Prize Claim Date and Time</b>	Minor Prizes must be claimed by 8.30pm (ACST) on Friday 21 <sup>st</sup> August 2015.

	<p>Major Prize One must be claimed by 4.30pm (ACST) on Friday 4<sup>th</sup> September 2015.</p> <p>Major Prize Two must be claimed by 4.30pm (ACST) on Friday 4<sup>th</sup> September 2015.</p> <p>Major Prize Three must be claimed by 4.30pm (ACST) on Friday 4<sup>th</sup> September 2015.</p>
<b>Unclaimed Prize Draw Date and Publication Date</b>	An Unclaimed Prize Draw will take place at 9.00am (ACST) on Friday 30 <sup>th</sup> October 2015.
<b>Prize Delivery</b>	<p>The Minor Prizes will be available for collection by the Minor Prize Winners from The Arkaba Hotel, 150 Glen Osmond Road, Fullarton, SA 5063 on Friday 21<sup>st</sup> August 2015.</p> <p>Major Prize One will be transferred to the winner's nominated valid Australian bank account via electronic funds transfer.</p> <p>Major Prize Two will be provided to the winner by the prize provider.</p> <p>Major Prize Three will be provided to the winner in the form of a travel pack. The winner will be required to collect Major Prize Three from the Promoter's premises.</p> <p>The Promoter will contact the Major Prize winners when their Major Prize is ready for collection.</p>

# Trade Promotion: Game of Chance

## Terms of Entry

- 1 These Terms of Entry must be read together with the Schedule for this promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering, entrants accept these Terms of Entry. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the Station Website) do not apply to this promotion.
- 2 Entry is open only to residents of the Relevant State/s who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this promotion or of any Australian commercial radio broadcaster are ineligible to enter.
- 3 An entrant who has won prizes to the value of \$10,000 or more, in any promotion(s) run by the Promoter (or any related bodies corporate) in the previous six (6) months prior to their entry in this promotion is ineligible to enter this promotion and any entry will be deemed invalid, in the absolute and sole discretion of the Promoter.
- 4 The promotion will be conducted during the Promotion Period.
- 5 To enter the promotion, entrants must follow the Entry Method during the Promotion Period.
- 6 Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must independently comply with these Terms of Entry.
- 7 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 8 If this promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants should check with their network service provider to see if their mobile phone is compatible. Entrants under the age of 18 must obtain the bill payer's permission prior to entering. The Promoter's service provider is Salmat Digital Pty Ltd (helpline: 1300 131 276).
- 9 If this promotion involves entry via a promotion phone line, the maximum cost of a call to the promotion phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones. Entrants under the age of 18 must obtain the bill payer's permission prior to entering.

- 10 Costs associated with accessing any Station Website remain an entrants responsibility and may vary depending on Internet Service Provider used.
- 11 The draw/s (if applicable) will be conducted in accordance with the Draw Details. The prize/s will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Prize Details.
- 12 All entries and materials submitted to the Promoter in connection with this promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each entrant warrants that it has the right to transfer these things to the Promoter. Each entry must be the entrant's original work. By entering this promotion entrants:
- (a) consent to the Promoter using their entries or materials in any manner it sees fit, including making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this promotion or for any other purposes;
  - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
  - (c) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter not attributing authorship of their entry to the entrant; and
  - (d) will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.
- 13 By entering this promotion, an entrant consents to their voice, name, location and any other information submitted to the Promoter being broadcast on air and/or published online, and each entrant consents to the content of their entry being broadcast on air and/or published online.
- 14 Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- 15 If the promotion involves a challenge as described in the Challenge Details (the **Challenge**), the Challenge will be conducted in accordance with the Challenge Details on the Challenge Date at the Challenge Location. If an entrant participating in the Challenge is deemed, by representatives of the Promoter, to have completed the Challenge successfully within the time period specified by the Promoter (where applicable), and in accordance with any other criteria specified in the Schedule or by the Promoter, they will receive a prize as described in the Prize Details. Unless otherwise specified, entrants are responsible for making their own way to and from the Challenge Location to participate in the Challenge. If the Challenge Location is specified to be an "entrant's home" or similar, the entrant warrants that the address nominated by the entrant is the address where the entrant lawfully and usually resides and that the entrant has authority to allow persons access to the home and the land on which it is situated. The entrant consents to the Promoter and any other persons as required by the Promoter accessing and entering the home and the land, for the duration of the Challenge and for any period before or after the Challenge, as reasonably required for the purposes of the Challenge. Unless the contrary intention appears, a reference in these Terms of Entry to the word "**person**" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

- 16 The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 17 Where a prize includes international or domestic travel, the prize cannot be taken during peak periods or any travel 'blackout' periods applying, and must be booked and completed as specified by the Promoter and/or the supplier or organiser of the prize. If the prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion/s (if any). The winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and visas, if required). The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. Where a prize includes international travel, winners are advised to consult their healthcare professional regarding recommended immunisations and/or health checks prior to travelling and to check for travel warnings and any perceived hazards with appropriate authorities, including [www.dfat.gov.au](http://www.dfat.gov.au).
- 18 If the prize includes any vehicle (**Vehicle**), including a motor vehicle/motorcycle/motor scooter/boat or any other vehicle, the prize does not include any insurance or accessories not specified. If a winner of a Vehicle is under the age of 18 years, the prize will be awarded to the winner's parent or guardian. The winner or his or her parent or guardian (as the case may be) (**Deemed Winner**) is responsible for arranging their attendance at the premises nominated by the Promoter to collect the Vehicle. The Deemed Winner must provide all information and sign all documentation necessary to enable the Promoter to register the Vehicle in the name of the Deemed Winner prior to collection. To be eligible to claim the Vehicle, the Deemed Winner must be capable of obtaining registration of the Vehicle in his or her name in accordance with any applicable legislation in the Relevant State in which the Vehicle is collected. If the Deemed Winner is, through any legal incapacity or otherwise, unable to register the Vehicle in his or her name then he or she may assign the Vehicle to another person with legal capacity for the purpose of registration of the Vehicle.
- 19 Where a prize involves the winner:
- (a) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize; and/or
  - (b) meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
- 20 If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.

- 21 If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
- 22 If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian (who is aged over 18 years).
- 23 The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
- 24 The Promoter may in its absolute discretion prohibit an entrant's participation in this promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter, any of its related bodies corporate or any of its promotional partners (or of the business of the Promoter, any of its related bodies corporate or any of its promotional partners), is contrary to law or is otherwise inappropriate.
- 25 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <http://www.alcoholguidelines.gov.au/>.
- 26 Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this promotion or the winning of any prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition. An entrant consents to the Promoter and its related bodies corporate using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome) and any Challenge, taking or using any prize and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter.
- 27 If an entrant is unable to or refuses or fails to take part in any element of this promotion (including, without limitation, a Challenge forming part of this promotion), or a winning entry is deemed not to comply with these Terms of Entry, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the promotion. Entries that, in the Promoter's judgement, are offensive, defamatory, or otherwise objectionable or inappropriate or that infringe any third party rights will be invalid. The judges decision is final and no correspondence will be entered into.
- 28 The winner/s will be notified as stated in the Notification of Winners section of the Schedule and their name and state of residence will be published in accordance with the Publication Details. By entering this promotion, each entrant requests that his or her full address not be published.
- 29 If any prize is not claimed by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any

administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required. If no Unclaimed Prize Draw Date is specified, any unclaimed prize/s will be distributed at the Promoter's discretion.

- 30 Entrants acknowledge that there may be inherent risks in some aspects of the promotion, including without limitation any Challenge involved in this promotion or the prize, and that participation in the promotion and/or using the prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk.
- 31 In order to participate in this promotion, any Challenge and/or the activities which may be awarded as part of the prize, the winner (and their companion/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity. It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this promotion, any Challenge and/or undertake the activities awarded as part of the prize. The Promoter reserves the right to deem that an entrant/winner (or their companion/s, as applicable) is not sufficiently healthy or fit. The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.
- 32 If requested by the Promoter, any entrant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is aged under 18 years, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this promotion and/or providing the prize prior to undertaking any specified activities forming part of the promotion or prior to taking a prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 11 or 15 (as applicable).
- 33 Prizes and participation in this promotion is subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 34 The Promoter and its associated agencies and companies will not be liable for any direct or indirect loss (including, without limitation, 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) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.
- 35 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes. Prizes will be provided by the Promoter to the winner/s as stated in the Prize Delivery section of the Schedule.
- 36 Entrants can only register in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to enter and participate in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid. The Promoter may require the winner/s to provide (within the requested time) identification as requested by the Promoter including (without limitation) proof of

identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a prize, and any information submitted by the entrant in entering and participating in the promotion, before issuing the prize (including confirming consent of an entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an entrant is under 18 years of age). Identification considered suitable for verification is at the Promoter's discretion. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant has not been verified or validated to the Promoter's satisfaction, then any and all entries of that entrant will be ineligible and deemed invalid.

- 37 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 38 The Promoter reserves the right to verify the validity of any and all entries. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) 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 damages or other compensation from such an offender are reserved.
- 39 This prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any 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 supplied for that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in each Relevant State. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).
- 40 Without limiting paragraph 34, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
- 41 If for any reason any aspect of this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the



same value as the original prize, subject to the approval of the relevant authorities in each Relevant State, if required.

- 42 Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in each Relevant State, if required.
- 43 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 44 Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this promotion has given their implied or express consent for their 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.
- 45 The Promoter collects and stores Personal Information about an entrant on its databases to include the entrant in a promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the entrant cannot enter the promotion and is deemed ineligible. The Promoter may disclose entrant's personal information to its Australian related companies, promotional partners, contractors and agents to assist in conducting this promotion or communicating with entrants. A entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant's name and locality in any media. An entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address as stated in the Schedule. All Personal Information will be stored at the office of the Promoter or by its data storage providers. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be accessed on the Promoter's website at [www.novaentertainment.com.au/privacy](http://www.novaentertainment.com.au/privacy).
- 46 The Promoter will provide to the entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth). By entering and participating in the promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the collection statement.
- 47 By entering this promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with direct marketing materials, including information on special offers or to advise the entrant of the Promoter's other programs, products, services, events or activities that the Promoter believes the entrant may be interested in, via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By

registering in the promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in this condition.

- 48 Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- 49 Where this competition is communicated and/or conducted via a social media platform (including, but not limited to, Facebook, Instagram and/or Twitter), entrants acknowledge that use of social media platforms generally is subject to the prevailing terms and conditions of use of the social media platform (including, but not limited to, Facebook, Instagram and/or Twitter). The promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform (including, but not limited to, Facebook, Instagram and/or Twitter). The winner and their companion(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users. To the extent permitted by law, the winner and their companion(s) (if any) agree to indemnify, defend and forever hold harmless any and all social media platforms (and their associated agencies and companies) (including, but not limited to, Facebook, Instagram and/or Twitter) used in conjunction with this promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companion(s) (if any) in respect of the winner's and their companion(s)' (if any) participation in the promotion and any prize. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to any social media platform used in conjunction with this promotion (including, but not limited to, Facebook, Instagram and/or Twitter). Entrants understand that they are providing their information to the Promoter and not to any social media platform (including, but not limited to, Facebook, Instagram and/or Twitter).
- 50 Where a prize includes an Apple product, entrants acknowledge that Apple is not a participant in or sponsor of this promotion.

**“Personal Information”** means, for the purpose of the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.