## Trade Promotion: Game of Chance Schedule to Terms of Entry

Name of Promotion	NRMA Broncos Win Page 2016
Permit numbers	N/A
Station and Station Website	Nova 1069 (www.novafm.com.au/nova1069/ and www.nova1069.com.au)
Promoter	Nova 106.9 Pty Ltd (ACN 108 206 079) of Level 3, 130 Commercial Road, Teneriffe QLD 4005
Relevant State	QLD
Entry Restrictions	Entrants must be at least 15 years of age and if under 18 years of age, must be accompanied by a parent or legal guardian 18 years of age or over while taking the prize.
	The Promoter may require entrants to provide proof of age in a form acceptable to the Promoter. Should an entrant be unable to satisfy this requirement, the entrant will be ineligible for the prize.
	Entrants and their companion must be able to attend the relevant Brisbane Broncos home game at the specified location and on the specified date at the specified time (see Prize Details below) corresponding to the Draw they have entered (each, an <b>Event</b> ).
	Dates and schedules of the Events are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes.
	Entrants (or their parent/legal guardian, where the entrant is under 18 years of age) must be able to collect the prize from the Promoter's premises by 4:00PM AEST on the final business day prior to the date of the prize.
	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 the promotion in ineligible to enter this promotion.
Promotion Period	The promotion begins at 12:00PM AEST on Wednesday 16 <sup>th</sup> March 2016.
	Entries into the promotion close at 12:00PM AEST on Thursday 1 <sup>st</sup> September 2016.
	Entries for each Draw (see Draw Details below) will close at 12:00PM AEST the day prior to each Event, with the exception of Event/s held on a Saturday or Sunday in which case entries into the corresponding Draw will close at 12:00PM AEST on the Thursday prior to that Event, unless the Friday prior to the Event is a Public Holiday in which case the entries into the corresponding Draw will close at 12:00PM AEST on the Wednesday prior to that Event. Entries to Draw/s to win tickets to subsequent Event/s (if any) will open at 12:01AM AEST the day after the Event.
Entry Method	Web Entry:
	<ul> <li>(a) During the Promotion Period, commercials will air across the Station inviting entrants to visit the Station Website during the Promotion Period and fully complete the online entry form in the manner required, including by providing their full name, date of birth, residential address, contact telephone number and current and valid</li> </ul>

	email address,	and by agreeing to these	e Terms of Entry.
	(b) All valid entries received during the Promotion Period will be placed into the corresponding Draw, as set out below under Draw Details.		
	receive further selects "yes" (vi form their conta (including for th Entrants may a NRMA Insurand	nformation from NRMA ia opt in tick box) when c ict details will be passed e purposes of direct mar t any time unsubscribe fr	keting via email and SMS). rom communications from oscribe procedure contained
Maximum Number of Entries		a separate online entry fo	ish, however each entry orm and must independently
	For the avoidance of do	oubt, entrants may only w	vin one (1) prize per Draw.
Challenge Details	N/A		
Challenge Date and Challenge Location	N/A		
Draw Details	Thirteen (13) Draws will be conducted during the Promotion Period, as follows:		e Promotion Period, as
	Web Entry	Corresponding Draw	Corresponding Prize
	For entries received between 12:01AM AEST on Wednesday 16 <sup>th</sup> March 2016 and 12:00PM AEST on Thursday 23 <sup>rd</sup> March 2016.	<b>Draw 1</b> will be conducted between 12:00PM AEST and 1:00PM AEST on Wednesday 23 <sup>rd</sup> March 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 1 (see Prize Details below).
	For entries received between 12:01AM AEST on Saturday 26 <sup>th</sup> March 2016 and 12:00PM AEST on Wednesday 6 <sup>th</sup> April 2016.	Draw 2 will be conducted between 12:00PM AEST and 1:00PM AEST on Wednesday 6 <sup>th</sup> April 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 2 (see Prize Details below).
	For entries received between 12:01AM AEST on Friday 8 <sup>th</sup> April 2016 and 12:00PM AEST on Thursday 14 <sup>th</sup> April 2016.	Draw 3 will be conducted between 12:00PM AEST and 1:00PM AEST on Thursday 14 <sup>th</sup> April 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 3 (see Prize Details below).
	For entries received between 12:01AM AEST on Sunday 17 <sup>th</sup> April 2016 and 12:00PM AEST on Thursday 21 <sup>st</sup> April 2016.	<b>Draw 4</b> will be conducted between 12:00PM AEST and 1:00PM AEST on Thursday 21 <sup>st</sup> April 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 4 (see Prize Details below).

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	For entries received between 12:01AM AEST on Sunday 2 <sup>nd</sup> May 2016 and 12:00PM AEST on Thursday 26 <sup>th</sup> May 2016.	<b>Draw 5</b> will be conducted between 12:00PM AEST and 1:00PM AEST on Thursday 26 <sup>th</sup> May 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 5 (see Prize Details below).
	For entries received between 12:01AM AEST on Saturday 28 <sup>th</sup> May 2016 and 12:00PM on Wednesday 8 <sup>th</sup> June 2016.	Draw 6 will be conducted between12:00PM AEST and 1:00PM AEST on Wednesday 8 <sup>th</sup> June 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 6 (see Prize Details below).
	For entries received between 12:01AM AEST on Friday 10 <sup>th</sup> June 2016 and 12:00PM AEST on Thursday 30 <sup>th</sup> June 2016.	<b>Draw 7</b> will be conducted between 12:00PM AEST and 1:00PM on Thursday 30 <sup>th</sup> June 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 7 (see Prize Details below).
	For entries received between 12:01AM AEST on Saturday 2 <sup>nd</sup> July 2016 and 12:00PM AEST on Thursday 21 <sup>st</sup> July 2016.	Draw 8 will be conducted between 12:00PM AEST and 1:00PM AEST on Thursday 21 <sup>st</sup> July 2016 at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 8 (see Prize Details below).
	For entries received between 12:01AM AEST on Saturday 23 <sup>rd</sup> July 2016 and 12:00PM AEST on (date to be advised by the Promoter in its sole discretion – awaiting Event date confirmation).	<b>Draw 9</b> will be conducted between 12:00PM AEST and 1:00PM AEST on a date to be advised by the Promoter in its sole discretion, at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 9 (see Prize Details below).
	For entries received between 12:01AM AEST on (date to be advised by the Promoter in its sole discretion – awaiting Event date confirmation) and 12:00PM AEST on (date to be advised by the Promoter in its sole discretion – awaiting Event date confirmation).	<b>Draw 10</b> will be conducted between 12:00PM AEST and 1:00PM AEST on a date to be advised by the Promoter in its sole discretion, at the Promoter's premises.	The first twenty (20) valid entries drawn will each be awarded Prize 10 (see Prize Details below).
	For entries received between 12:01AM AEST on (date to be	Draw 11 will be conducted between 12:00PM AEST and	The first twenty (20) valid entries drawn will each be awarded

	advised by the Promoter in its sole discretion – awaiting Event date confirmation) and 12:00PM AEST on (date to be advised by the Promoter in its sole discretion – awaiting Event date confirmation).	1:00PM AEST on a date to be advised by the Promoter in its sole discretion, at the Promoter's premises.	Prize 11 (see Prize Details below).
Prize Details	(a) 2 x adult tickets Cowboys NRL g	(20) prizes to be won in to Brisbane Broncos ve	
	(a) 2 x adult tickets NRL game at So Thursday 7 <sup>th</sup> Ap <b>Prize 3:</b>	to Brisbane Broncos ve uncorp Stadium, Milton pril 2016.	Draw 3, each comprising of: ersus St George Dragons QLD at 7:50PM AEST on Draw 4, each comprising of:
	(a) 2 x adult tickets	to Brisbane Broncos ve uncorp Stadium, Milton	rsus Newcastle Knights QLD at 7:30PM AEST on
	(a) 2 x adult tickets Rabbitohs NRL	to Brisbane Broncos ve	Draw 5, each comprising of: ersus South Sydney um, Milton QLD at 7:50PM
	(a) 2 x adult tickets	to Brisbane Broncos ve uncorp Stadium, Milton	Draw 6, each comprising of: ersus West Sydney Tigers QLD at 7:50PM AEST on
	(a) 2 x adult tickets		Draw 7, each comprising of: ersus Canberra Raiders NRL at 7:50PM AEST on

Thursday 9 <sup>th</sup> June 2016.
<b>Prize 7:</b> There are up to twenty (20) prizes to be won in Draw 8, each comprising of:
(a) 2 x adult tickets to Brisbane Broncos versus Melbourne Storm NRL game at Suncorp Stadium, Milton QLD at 7:50PM AEST on Friday 1 <sup>st</sup> July 2016.
Prize 8:
There are up to twenty (20) prizes to be won in Draw 9, each comprising of:
(a) 2 x adult tickets to Brisbane Broncos versus Penrith Panthers NRL game at Suncorp Stadium, Milton QLD at 7:50PM AEST on Friday 22 <sup>nd</sup> July 2016.
<b>Prize 9:</b> There are up to twenty (20) prizes to be won in Draw 10, each comprising of:
<ul> <li>(a) 2 x adult tickets to Brisbane Broncos versus Parramatta Eels NRL game at Suncorp Stadium, Milton QLD at (Event time and date TBC – awaiting Event date confirmation).</li> </ul>
<b>Prize 10:</b> There are up to twenty (20) prizes to be won in Draw 11, each comprising
of:
<ul> <li>(a) 2 x adult tickets to Brisbane Broncos versus Canterbury Bulldogs NRL game at Suncorp Stadium, Milton QLD at (Event time and date TBC – awaiting Event date confirmation).</li> </ul>
Prize 11:
There are up to twenty (20) prizes to be won in Draw 12, each comprising of:
<ul> <li>(a) 2 x adult tickets to Brisbane Broncos versus Sydney Roosters NRL game at Suncorp Stadium, Milton QLD at (Event time and date TBC – awaiting Event date confirmation).</li> </ul>
Dates and schedules of the prizes are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes.
Winners (or their parent/legal guardian, where the winner is under 18 years of age) must be able to collect the prize from the Promoter's premises by 4:00PM AEST on the final business day prior to the date of the relevant prize.
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.
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.

	Responsible service of alcohol laws will be strictly enforced.
Total Prize Pool	Up to \$19,200 (INCL. GST).
Notification of Winners	Winners will be notified via telephone by 2:00PM AEST on the date of the relevant Draw (see Draw Details above).
Publication Details	N/A
Prize Claim Date and Time	Prizes must be claimed by 4:00PM AEST on the final business day prior to the date of the relevant prize (see Prize Details above). Failure to claim the prize by this time will result in the winner forfeiting their prize and an Unclaimed Prize Draw will take place (see Unclaimed Prize Draw below).
Unclaimed Prize Draw Date and Publication Date	The unclaimed prize draw will be conducted between 4:00PM AEST and 5:00PM AEST on the final business day prior to the relevant prize at the Promoter's premises.
Prize Delivery	Prizes will be available for collection by the winners (or their parent/guardian where the winner is under 18 years of age) from the Promoter's premises. The Promoter will contact the winners when their prize is ready for collection.

## Trade Promotion: Game of Chance Terms of Entry

- 1 These terms must be read together with the Schedule for this competition. The Schedule defines certain terminology used in these terms. By entering, entrants accept these terms. To the extent of any inconsistency between the Schedule and these terms, 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 competition.
- 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 competition or of any Australian commercial radio broadcaster are ineligible to enter.
- 3 The competition will be conducted during the Competition Period.
- 4 To enter the competition, entrants must follow the Entry Method during the Competition Period.
- 5 Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 6 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 via SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- 7 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 5<sup>th</sup> Finger Pty Ltd (helpline: 1300 464 866).
- 8 If this promotion involves entry via a competition phone line, the maximum cost of a call to the competition 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.
- 9 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.
- 10 If the competition 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 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.

- 11 The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 12 Where a prize includes international or domestic travel, the prize cannot be taken during peak periods 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 other ancillary costs, are the responsibility of the winner and their companion/s. 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.
- 13 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. Where required, 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.
- 14 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.
- 15 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.
- 16 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.
- 17 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.
- 18 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.
- 19 The Promoter may in its absolute discretion prohibit an entrant's participation in this competition, 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 or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 20 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/.
- 21 All entries and materials submitted to the Promoter in connection with this competition (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. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.
- 22 Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this competition or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this competition, or any Challenge involved in this competition, or in

taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.

- If an entrant is unable to or refuses or fails to take part in any element of this competition (including, without limitation, a Challenge forming part of this competition), or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the competition. Entries that, in the Promoter's judgment, 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.
- 24 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 competition, each entrant requests that his or her full address not be published.
- 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.
- 26 Entrants acknowledge that there may be inherent risks in some aspects of the competition, including without limitation any Challenge involved in this competition, or the prize and that participation in the competition and/or using the prize may involve participating in dangerous activities. By entering this competition and/or accepting the prize, entrants accept that risk.
- In order to participate in this competition 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 competition 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.
- If requested by the Promoter, any entrant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, 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 competition and/or providing the prize prior to undertaking any specified activities forming part of the competition or 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 a winner's entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 9 or 10 (as applicable).

- 29 Prizes and participation in this competition are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 30 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition 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).
- 31 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.
- 32 The Promoter may require the winner/s to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 33 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, 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.
- 34 The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these terms, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 35 No prize is transferable or exchangeable, nor can it be redeemed for cash. 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 in lieu of 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 the Relevant State/s, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).
- 36 Without limiting paragraph 30, 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.
- 37 If for any reason any aspect of this competition is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State, if required.

- 38 Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or of these terms, subject to applicable laws and subject to the approval of the relevant authorities in each Relevant State, if required.
- 39 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 competition 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.
- 40 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 this competition 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 competition.
- 41 The information entrants provide will be used by the Promoter for the purpose of conducting this competition. By entering this competition, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Listeners can view the Nova Entertainment Privacy Policy at <u>www.novaentertainment.com.au/privacy</u>. Entrants can request access to the personal information the Promoter at the address stated in the Schedule.
- 42 Unless the contrary intention appears, a reference in these terms, the Schedule or in any advertisement relating to this Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- 43 Where the competition is communicated on Facebook, entrants and participants in the competition acknowledge that the competition is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the competition release Facebook and its associated companies from all liability arising from the competition. Entrants provide their information to the Promoter and not to Facebook.