

## Trade Promotion: Game of Chance

### Schedule to Terms of Entry

<b>Name of Promotion</b>	<b>Win an X-FACTOR Grand Final Experience</b>
<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/s</b>	SA
<b>Entry Restrictions</b>	<p>Entrants and their companion must be at least 15 years of age and if under 18 years of age, must be accompanied by a parent or guardian 18 years of age or over while taking the prize.</p> <p>Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the promotion and provide personal information about themselves. All entries of entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Terms of Entry will bind the entrants and any parent or legal guardian who gives their consent (for entrants aged under 18 years). If the winner is aged under 18 years, prizes will be awarded to the parent or legal guardian who consented to the winner registering in the promotion on behalf of the winner, at the sole discretion of the Promoter, and that parent or legal guardian must accompany the winner for the duration of the prize (if applicable).</p> <p>The Promoter may require entrants and their companion 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 the prize.</p> <p>Entrants and their companion must be able to take the prize on dates specified by the promoter between Saturday 19<sup>th</sup> November 2016 and Tuesday 22<sup>nd</sup> November 2016. Entrants who are unable to take the prize on the dates listed above may forfeit the prize.</p> <p>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.</p> <p>If requested by the Promoter (in its sole and absolute discretion), entrants and their companion must sign an indemnity and exclusion of liability form in order to be eligible to win and participate in the prize.</p> <p>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 (NOVA 919, Level 3, 76 Hindmarsh SQ, Adelaide 5000), as specified by the Promoter.</p> <p>An entrant who has won prizes to the value of \$5,000 or more, in any promotion(s) run by the Promoter in the previous twelve (12) months prior to their Entry in this promotion is ineligible to enter this promotion.</p>
<b>Promotion Period</b>	<p>The promotion begins at 6:00AM (ACDT) on Monday 7<sup>th</sup> November 2016.</p> <p>Entries into the promotion close at 9:00AM (ACDT) on Wednesday 16<sup>th</sup> November 2016.</p>

<p><b>Entry Method</b></p>	<p><b>Phone Entry:</b></p> <p>At various times during the Promotion Period:</p> <ul style="list-style-type: none"> <li>(a) listeners will be invited to call 13 24 10 during a specified time period;</li> <li>(b) from the entrants who successfully call 13 24 10 during the specified time period, one (1) entrant will be randomly selected by the Promoter (as determined by the Promoter in its sole and absolute discretion) and that entrant will be invited to appear on-air to receive one entry into the Prize draw (<b>Selected Entrant</b>).</li> <li>(c) If a Selected Entrant successfully appears on air that day (as determined by the Promoter in its sole and absolute discretion), they will awarded one entry into the Prize draw (as determined by the Promoter in its sole and absolute discretion).</li> </ul> <p>If for any reason a Selected Entrant or declines to, appear on air, their phone is inaudible or their phone line drops out, the Promoter (at its sole and absolute discretion) may decide to replace that Selected Entrant by randomly selecting another entrant who successfully called 13 24 10 and inviting them to appear on air that day during the Promotion Period as a Selected Entrant. The Promoter will repeat this process until an entrant confirms their eligibility and ability to appear on air as a Selected Entrant.</p> <p>For the avoidance of doubt, if an entrant is spoken to by a representative of the Promoter, it does not mean they have been selected as a Selected Entrant, and they may not be invited to appear on air and/or be awarded a Prize.</p> <p>For the avoidance of doubt, entrants must appear on air during the Promotion Period to be deemed a winner and awarded a Prize.</p>
<p><b>Maximum Number of Entries</b></p>	<p>One (1) entries per person during the Promotion Period.</p> <p>For the avoidance of doubt, entrants may only win one prize each.</p>
<p><b>Draw Details</b></p>	<p>One (1) draw will be conducted, as follows:</p> <p>Draw: 8:00AM (ACDT) on Wednesday 16<sup>th</sup> November 2016 at NOVA 919, Level 3, 75 Hindmarsh Square Adelaide SA 5000</p>
<p><b>Prize Details</b></p>	<p>There is one (1) Prize to be won, as follows:</p> <ul style="list-style-type: none"> <li>- 2 x Return economy Airfares for the winner and one (1) companion from Adelaide to Sydney (inclusive of airfare related taxes and charges)</li> <li>- 1 x Nights' minimum 3 Stars accommodation (as determined by the promotor in its sole and absolute discretion)) twin share to be shared by the winner and their companion</li> <li>- 2 x Tickets to see the X Factor LIVE</li> </ul> <p>Valued at up to \$1,800 AUD (inc GST)</p>

### **Travel Prize Terms and Conditions**

- Travel must be taken between Saturday 19<sup>th</sup> November 2016 and Tuesday 22<sup>nd</sup> November 2016.
- 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 the prize. Failure to do so as determined by the Promoter (in the Promoter's absolute and sole discretion) will result in the prize winner forfeiting their prize.
- All components of the prize are to be arranged by a representative of the Promoter and/or an agent nominated by the Promoter in its sole discretion.
- Redeeming the prize and any tickets, passes or vouchers issued as part of the prize 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.
- It is the winner's responsibility to organise transport to/from the airport departure/return point.
- Once booked the prize cannot be amended or altered.
- The Promoter takes no responsibility for loss or injury suffered by a winner and/or their companion (if any) as a result of taking the prize.
- It is recommended that the winner and their nominated companion (if any) have valid travel insurance for their period of travel and adequate for the countries of travel.
- No portion of the prize is redeemable for cash. The prize 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 the prize shall constitute the complete and total prize. The Promoter will not enter into any further correspondence with the winner and his/her nominated companion.
- All components of the prize must be taken together and when offered or are forfeited. Any element of the prize not taken will be deemed to be forfeited.
- The prize winner and their companion must travel together and participate in the prize together at all times.
- If the winner and their companion miss any of the arranged flights, the winner will forfeit the prize (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 prize winner and their companion consent to the Promoter conducting a criminal record check prior to their participation in

	<p>the prize. The Promoter may, in its sole and absolute discretion, refuse the prize winner and/or their companion's participation in the prize, if the prize winner and/or their companion have a criminal record or any criminal charges pending. In these circumstances, the prize winner and/or their companion will forfeit all claims in relation to the prize.</p> <ul style="list-style-type: none"> <li>• 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 the prize.</li> </ul> <p>That 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 the Prize, in any media for an unlimited period without further notification, compensation or remuneration for the purpose of promoting, publicizing or marketing this promotion (including the Prize 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.</p>
<b>Total Prize Pool</b>	Up to \$1,800 (incl GST)
<b>Notification of Winners</b>	<p>Winners will be notified:</p> <ul style="list-style-type: none"> <li>- via telephone;</li> </ul> <p>by Friday 18<sup>th</sup> November 2016.</p>
<b>Prize Claim Date and Time</b>	Prize must be claimed by 5:00PM (ACDT) on Friday 18 <sup>th</sup> November 2016.
<b>Prize Delivery</b>	The prize will be available for collection by the winner from the Station (or by the winner's parent/guardian if the winner is under 18 years of age). The Station will contact the winner when their prize is ready for collection.

# 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 \$5,000 or more, in any promotion(s) run by the Promoter (or any related bodies corporate) in the previous twelve (12) 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.