



**NOVA**  
ENTERTAINMENT

nova smoothfm  
★STAR104.5 FIVEaa

## Competition Terms and Conditions (Game of Skill)

### Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	<b>Promotion</b>	<b>City2Surf Instagram Competition</b>
2.	<b>Promoter</b>	Nova 96.9 Pty Ltd (ACN 092 545 689) of Level 5, 33 Saunders Street Pyrmont NSW 2009
3.	<b>Station and Website</b>	Nova 96.9 - www.nova969.com.au
4.	<b>Promotion Period</b>	Entry into the Promotion commences at: 8am AEST Sunday 13 August 2017 Entry into the Promotion closes at: 6pm AEST Monday 14 August 2017
5.	<b>Eligible States and Territories</b> Clause 2	<b>NSW</b>
6.	<b>Age Restriction</b> Clause 2	13 years of age or over.  If under 18 years of age, express permission of parent/guardian is required before entering this Promotion. Parent/guardian may be required to accompany that entrant/companion when using the Prize or participating in the Promotion. Prizes will be awarded to the parent or legal guardian who consented to the entrant registering in the Promotion on behalf of that entrant, at the sole discretion of the Promoter.
7.	<b>Maximum Number of Entries</b> Clause 3	Entrants may enter the Promotion as many times as they wish, however, entrants may only win one (1) Prize each.  For the avoidance of doubt, unless otherwise expressly stated, entrants may only win one (1) prize each in the Promotion.
8.	<b>Entry Method</b> Clause 3	<b>Social Media Entry</b>  During the Promotion Period entrants must: a) Attend the City2Surf; and b) Upload a photograph to their personal Instagram account hash tagging nova969 (#nova969).  On 16 August 2017the Judges (in their sole and absolute discretion) will: a) select one (1) winner based on their Social Media Entry as determined by the Judging Criteria (Selected Entrant); and b) Contact the Selected Entrant via direct message on the Instagram account used to submit their Social Media Entry. c) if the Selected Entrant successfully responds within the allocated timeframe (as determined by the Promoter in its sole and absolute discretion) and provides their full name, nominated residential address, phone number and email address in the manner outlined by the Promoter, the Selected Entrant will be deemed the winner and awarded the Prize (as determined by the Promoter in its sole and absolute discretion). d) if the Selected Entrant declines, or is unreachable for any reason or fails to successfully respond to the Promoter's direct message within the nominated timeframe, the Promoter may (in its sole and absolute discretion) contact the entrant whose valid Social Media Entry is judged as the next 'best' (based on the Judging Criteria) and contact that Selected Entrant by direct message on the Instagram used to submit their Social Media Entry. This process will be repeated until a Selected Entrant successfully responds to their direct message on Instagram (as determined by the Promoter in its sole and absolute discretion) and is awarded the Prize.



		Each valid entry received during the Promotion Period will be individually judged by representatives of the Promoter (Judges) in accordance with the Judging Criteria below.  For the avoidance of doubt, entrants must ensure that their Instagram account is public to ensure the promoter can view their social media entry.
9.	<b>Entry Restrictions</b>	N/A
10.	<b>Judging</b> Clause 4	All valid entries will be individually judged by representatives of the Promoter (in the Promoter's sole and absolute discretion) by 5pm AEST Wednesday 16 August 2017 at the Promoter's premises. All valid entries will be judged based on the Judging Criteria.
11.	<b>Judging Criteria</b> Clause 4	All valid entries will be judged (by representatives of the Promoter) on originality, creativity and suitability or as otherwise specified by the Promoter (in the Promoter's sole and absolute discretion). Where entrants are required to participate in a challenge or on air game, the Promoter may specify the relevant judging criteria prior to or at the time of the challenge or on air game.
12.	<b>Prize</b> Clause 7-10	There is one (1) prize to be won as follows; \$500 to be transferred into the recipients nominated bank account.  The Prize will be transferred to the winner's nominated bank account via electronic funds transfer (or the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age.
13.	<b>Prize Restrictions</b> Clause 7-10	N/A
14.	<b>Total Prize Value</b>	Up to \$500
15.	<b>Notification of Winners</b> Clause 9	Winners will be notified by one or more of the following by 5pm AEST Wednesday 16 August 2017 <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input type="checkbox"/> on air at the time of winning <input type="checkbox"/> Website(s) <input checked="" type="checkbox"/> social media
16.	<b>Prize Claim Date</b> Clause 10	Prizes must be claimed by 5pm AEST Friday 18 August 2017
17.	<b>Prize Delivery</b> Clause 7	The Prize will be transferred to the winner's nominated bank account via electronic funds transfer (or the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age.
18.	<b>Additional Conditions</b>	N/A

## Competition Terms and Conditions

### Terms of Entry

#### 1 Schedule and Terms of Entry

- (a) 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 the Promotion, entrants accept these Terms of Entry.
- (b) 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 relevant Website) do not apply to this Promotion.

#### 2 Eligible Entrants

- (a) **Eligible States and Territories.** Entry is open only to residents of the Eligible States and Territories specified in the Schedule (refer to checked boxes) who comply with the Age Restriction.

- (b) **Associated persons and entities.** 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.
- (c) **Using different identities.** Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
- (d) **Correct Information.** Entrants must only register in their own name. Any 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.

- (e) **Proof.** The Promoter may require entrants to promptly provide identification 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. In the event that the entrant fails to produce such proof that entrant will be ineligible for the Promotion.

### 3 Entry Method

- (a) **Promotion Period.** To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- (b) **Social Media Entry.** If this Promotion is conducted or involves entry via a social media platform, the following will apply:
- (i) an entrant's entry must be submitted by the individual entrant;
  - (ii) entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;
  - (iii) use of social media platforms is subject to the terms and conditions of use of that social media platform;
  - (iv) entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. 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; and
  - (v) to the extent permitted by law, the winner and their companions agree to release any and all social media platforms (and their associated agencies and companies) 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 companions in respect of their participation in the Promotion.
- (c) 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.

### 4 Judging and Judging Criteria

- (a) Chance plays no part in determining any winners of this Promotion. Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria. The Prize/s will be awarded to the valid entrant or entrants (as applicable) which best meet the Judging Criteria, as determined by the judges. The judges' decisions are final and no correspondence will be entered into.
- (b) Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).
- (c) 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).

### 5 Use of Entries

- (a) By entering this Promotion, an entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being broadcast on air and/or published in any form of media by the Promoter, the Promotion's prize supplier and any promotional partners associated with the Promotion.
- (b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

### 6 Intellectual Property Rights

- (a) Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.
- (b) 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. Each entry must be the entrant's original work. By entering this Promotion entrants:
- (i) consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise this Promotion or for any other purposes;
  - (ii) warrants that their entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;
  - (iii) 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 (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and
  - (iv) 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.

### 7 Prize (General)

- (a) **General.** The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.
- (b) **If Prize winner is under 18 years of age.** 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).
- (c) **No transfers or exchanges.** The 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.

- (d) **Variation in Prize value.** The Promoter accepts no responsibility for any variation in Prize value. Where a Prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter.
- (e) **Tax Implications.** The Promoter is not responsible 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.
- (f) **Prize Delivery.** Prizes will be provided by the Promoter to the winner as stated in the Prize Delivery section of the Schedule.

## 8 Cash Prize

Prize will be electronically transferred into the prize winner's nominated Australian bank account (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age).

## 9 Publicity

- (a) Entrants must, at the Promoter's request, participate in all promotional and publicity activity in connection with 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.
- (b) An entrant consents to the Promoter, its promotional partners, prize suppliers and its related bodies corporate using the entrant's name, likeness, entry, image and/or voice in any media for an unlimited period of time without further notification, remuneration or compensation for any purpose in connection with the Promotion.

## 10 Notification of Winners

The winner/s will be notified as stated in the Notification of Winners section of the Schedule.

## 11 Prize Claim Date

If any Prize is not claimed by the Prize Claim Date, the Promoter reserves the right to award the relevant Prize/s to the next best valid entry or entries (as applicable) which meet the Judging Criteria, as determined by the judges, that has not already received a Prize. 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).

## 12 Disqualification

- (a) **Compliance with Terms of Entry.** If 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. That entrant will be required to return, refund or otherwise make restitution of the Prize.
- (b) **Behaviour.** The Promoter reserves the right to disqualify the winner or their companions, prohibit the winner's or their companions' participation in the Prize (or part thereof), or otherwise cease to provide any prize benefit to the winner or their companions, if:

- (i) the winner or their companions 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;
- (ii) it reasonably believes the winner or their companions pose a safety risk or for any other reason; and (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous including for reasons of health, age, behaviour or safety reasons; or
- (iii) the winner and/or its companions are under the influence of drugs or alcohol.

- (c) **Tampering.** The Promoter reserves the right to verify the validity of any entries and 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.

- (d) For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this **Clause 12**. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation will be payable if the winner or their companion are unable to use any element of the Prize for whatever reason.

## 13 Indemnity Form

If requested by the Promoter, any entrant and companions (where applicable) must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a Prize. Failure to do so means the Promoter may deem that entry invalid.

## 14 Exclusion of Liability

- (a) The Promoter, its promotional partners, prize suppliers and their related bodies corporate 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).
- (b) 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.
- (c) 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.
- (d) 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.

## 15 Australian Consumer Laws

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.

## 16 Conduct of Promotion

- (a) **Unforeseen Events.** 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.
- (b) **Amendment of Promotion.** 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 in each Relevant State.
- (c) **Currency.** 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.

- (d) **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of this Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

## 17 Personal Information

- (a) **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at [www.novaentertainment.com.au/privacy](http://www.novaentertainment.com.au/privacy).
- (b) **Collection Statements.** 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 relevant collection statement notified to the entrant at the time of entering the Promotion.
- (c) **Third Party Personal Information.** 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.

**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.

*Last updated: 17 February 2017*