

**SCA – PROMOTION TERMS AND CONDITIONS**

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Promotion</b>	<b>SCA Promotions – Win On the Web (Game of Skill)</b>									
<b>Promoter Name</b>	Southern Cross Austereo Pty Ltd (ABN 78 109 243 110) of 257 Clarendon Street, South Melbourne, VIC 2305, trading as licences radio stations under the Triple M network, 2Day FM network and regional networks throughout Australia.									
<b>Promotional Period</b>	Opens	1 December 2015								
	Closes	1 December 2016								
	The Promoter may amend the Promotional Period in accordance with state legislative rules.									
<b>Online Registration Period</b>	Opens	Dates and times as stipulated at the Website.								
	Closes	Dates and times as stipulated at the Website.								
<b>Entry Restrictions</b>	Entrants must be at least 16 years or older.									
<b>Relevant State</b>	Entries are restricted to residents of Australia.									
<b>Maximum Entries</b>	Multiple entries are permitted, however an entrant is only eligible to redeem one (1) Prize in the Promotion.									
<b>Entry Procedure</b>	<p>To enter, entrants must, during the Promotion Period:</p> <ol style="list-style-type: none"> <li>1. Go to the relevant Website and register their details.</li> <li>2. Answer a question or submit a photograph or file, as stipulated at the point of entry (Entry Content).</li> <li>3. The Promoter will judge entries to determine winner(s) in accordance with Judging Details.</li> <li>4. Specific Prize Details will be stipulated on the Website.</li> </ol>									
<b>Judging Details</b>	<p>All decisions of Judging are at the discretion of the Promoter and no correspondence will be entered into in this regard.</p> <p>Judging Criteria: All entries will be judged on creativity, literary merit, originality and suitability. Where entrants submit a guess or answer to question(s), the Promoter will judge the accuracy of an answer, and there may be a time factor applied.</p>									
<b>Prize Details</b>	<table border="1"> <thead> <tr> <th><i>Prize</i></th> <th><i>Value (incl GST)</i></th> </tr> </thead> <tbody> <tr> <td> <b>Description</b> – Various prize(s) as broadcast, such as:                             <ul style="list-style-type: none"> <li>• Cash (up to a max of \$5,000), or</li> <li>• Voucher (for goods or services) or</li> <li>• Ticket(s) (eg to a movie or concert), or</li> <li>• CD(s) or DVD(s), or</li> <li>• Merchandise or products (eg iPad, tshirt etc).</li> </ul> </td> <td> <b>Value</b> – Prize value will be limited to between \$10 (min) and not exceeding (up to) \$5,000 (max) as broadcast.                             </td> </tr> <tr> <td align="right" colspan="2"><b>Total Prize Pool:</b></td> </tr> <tr> <td></td> <td>Up to \$100,000</td> </tr> </tbody> </table>		<i>Prize</i>	<i>Value (incl GST)</i>	<b>Description</b> – Various prize(s) as broadcast, such as: <ul style="list-style-type: none"> <li>• Cash (up to a max of \$5,000), or</li> <li>• Voucher (for goods or services) or</li> <li>• Ticket(s) (eg to a movie or concert), or</li> <li>• CD(s) or DVD(s), or</li> <li>• Merchandise or products (eg iPad, tshirt etc).</li> </ul>	<b>Value</b> – Prize value will be limited to between \$10 (min) and not exceeding (up to) \$5,000 (max) as broadcast.	<b>Total Prize Pool:</b>			Up to \$100,000
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Prize subject to the terms and conditions imposed by the Prize Provider. Prize winners' details may be provided to a Prize Provider for the purposes of prize fulfilment.										
<b>Prize Restrictions</b>	As per Conditions of Entry. Prizes are not Redeemable for Cash. Not Transferable.									
<b>Notification of Winners</b>	Games of Skill -- Winners will be notified by email or by telephone within five (5) working days of being determined.									

## Conditions of Entry

1. The Promoter is (jointly and severally where applicable) Southern Cross Austereo Pty Ltd (ABN 78 109 243 110) (together with each of its Related Bodies Corporate which holds a commercial radio broadcasting licence for a station listed. Related Bodies Corporate has the meaning given to it under the Corporations Act 2001 (Cth)).
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise. All decisions and actions of the Promoter relating to the Promotion or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
3. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
4. **Promotional Period:** The Promotion will be conducted during the Promotion Period.
5. **Entry Restrictions:** Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. **Ineligibility:** Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Schedule, the following persons are automatically ineligible to enter:
  - (a) Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion and the immediate family members of these people. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor; or
  - (b) A person who has won prizes to the value of \$10,000 or more, in any competition(s) run by the Promoter in the previous six (6) months prior to their Entry in this Competition.
7. **Entry Procedure:** To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotion Period. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged proof of Entry or things required by the Verification Requirements).
8. **Contesting Period:** Throughout any Contesting Period the Promoter may contact entrants to interact with the station on air, online, or on a social media platform, in relation to the Promotion. This does not form part of any judging process nor does it indicate that the entrant is a contestant, finalist, or a winner. During a Contesting Period, there may be separate Contesting Days, or Segments as stipulated, broadcast, or published.
9. **Submitting an Entry:** By submitting an Entry to the Promotion, the entrant hereby assigns all rights (including present and future copyright) in the entry content to the Promoter and consents to the Promoter using the entry content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the Entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). Entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an Entry will be permitted. Entries will not be returned by the Promoter.
10. **Maximum Entries:** Entrants can enter the Promotion up to the Maximum Number of Entries. Unless stated otherwise, an entrant can only win once during the Promotional Period. Entries must be submitted separately and each Entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automated and computer generated entries will not be accepted.
11. **Cue to Call Entry:** When the game involves a "cue to call" the station will broadcast the game on air for entrants to call the station competition line as instructed by the broadcast. These terms and conditions will apply and will be available to view at the Website, or by request in writing to the station. Chance plays no part in determining a caller, an entrant, a contestant or a winner for a cue to call, unless otherwise specified in the Entry Conditions. The maximum cost of a standard telephone call to the Station Competition Line is 55 cents (inc GST), whether calls are made the Promotion Period or not. Higher rates may apply for calls made from mobile or public phones.
12. **SMS Entry:** The maximum cost of each SMS is 55 cents (inc GST), whether sent during the Promotion Period or not. Entrants must have a compatible mobile phone with a service provider that permits text messaging to the Promotion SMS number. Entrants may need to consult their service provider to enter the Promotion. SMS entries must be submitted from the entrant's mobile phone.
13. **Database Member – Restricted Entry:** The Promoter may specify in the Entry Conditions that edibility of the Promotion is limited to persons registered on a specific membership database managed and owned by the Promoter. Registration to any database listed is free and registration is online at the Promoters website. The entrant must be a currently registered member of the database at the time of entry and at the time of any prize redemption. The Promoter or its representatives may conduct verification checks of the entrant or winner to determine registration of that membership database to ensure bona fides. In the event that the entrants details do not accord with the details of their registration the Promoter may, at their complete discretion, deem that entrant to be ineligible to enter or to win or to redeem a prize in the Promotion.
14. **Interaction with Entrants:** If in the course of a telephone call related to participation or Entry in the Promotion, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or disconnected for whatever reason.
15. **Games of Skill:** If the Promotion game only involves skill, all valid entries will be judged by the Judge(s) based upon the Judging Details. Chance plays no part in determining that element of the outcome.
16. **Games of Chance:** If the Promotion game involves an element of chance state permits may be required. The game will be conducted in accordance with the Draw Details. If a Prize is awarded by draw, the prize draw(s) will be conducted in accordance with the Draw Details. The first valid Entry randomly drawn will win a Prize. If a winning Entry is invalid, that Entry will be disregarded and the prize will be awarded by drawing the next valid Entry in accordance with these Conditions of Entry. SA electronic draw approval No. E92/2004.
17. **Entry Publicity:** By agreeing to enter the Promotion, all entrants consent to their Entry broadcast on air or to their telephone and other conversations with the Promoter being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of Entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of entrants for any promotion or matter incidental to the Promotion.
18. **Contact:** If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or Entry in the Promotion (including where a third party answers the telephone on the contestant or winner's behalf) that entrant will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.
19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing entrants from successfully submitting an Entry, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
20. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant in this Promotion or a prize event or activity if the entrant:
  - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
  - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation; or
  - (c) Does not comply with any reasonable directions or guidelines notified to them in connection with the Promotion or a prize event or activity.

21. Where an Entry is deemed invalid (at the Promoter's absolute discretion) prior to fulfilling any prize fulfilment or claim, the Promoter may determine a new winner in accordance with any stated Unclaimed Prize Arrangements. Prizes unclaimed after a period of six (6) weeks will be forfeited subject to State regulations.
22. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks (including enforcement verification requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion or to win a prize.
23. **Entry Content:** If Entry to the Promotion requires the entrant to submit content, entrants are required to take full responsibility for the content of their Entry and for ensuring that their Entry complies with the Conditions of Entry. For the purposes of these content requirements, "Entry Content" includes any content (including text, photos, videos, text, and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their Entry into the Promotion. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry is the entrant's original work. If an Entry Content cannot be verified to the Promoter's satisfaction, the Entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of Entry Content.
24. Entry Content must not include:
- Any image, video, recording or other kind of depiction of any other person without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person; and
  - Any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - Any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their Entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the Entry in accordance with the Conditions of Entry.
25. By entering this Promotion, the entrant: (a) consents to any dealings with the entry content that may otherwise infringe their moral rights in the Entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their Entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their Entry is not in breach of any third party intellectual property rights.
26. **Publicity:** Entrants may be required by the Promoter to participate in photo, recording, video or film session(s), and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
27. **Prize Details:** All Prize(s) will be awarded as specified in to the Prize Details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize(s) are subject to any prize restrictions specified in the Schedule subject to the Relevant State Authorities that have granted the licence. **All Prizes or parts of the Prize(s) are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions or as stipulated by the prize provider and are not redeemable for cash unless cash is specified.** The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in transit of prizes, or for any compensation in relation to those prizes.
28. **Prize Values:** The Total Prize Pool is specified in the Schedule. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and include GST (unless otherwise stipulated) and are correct at the time of preparation of these Conditions of Entry. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the prize value. References to values which are "MBC" or "Money Can't Buy" refer to a prize which no value or consumer price is attributed.
29. **Vouchers:** All vouchers awarded are valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. The Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
30. **Meet & Greet:** Unless expressly stated otherwise, a Prize involves a "meet and greet" element with a celebrity/artist/public figure this is subject to the availability of that third party and will be at the discretion of the figure's management and will at all times be subject to the availability. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the figure for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
31. **Alcohol:** Should the Prize include an event at which alcohol will be served, participants must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event. If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guest should they be deemed to be intoxicated.
32. **Travel:** Unless expressly stated otherwise, if a Prize involves travel, no other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to, will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize. No travel insurance is included in any travel prize.
33. **Tickets:** Unless expressly stated otherwise, if a Prize involves tickets to an event, the Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it; and no cash or alternative tickets will be awarded in lieu of that element of the prize. All tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
34. **Cash:** The fulfilment of cash prizes is yet to be determined by the Prize Provider. Cash prizes may be awarded in the form of a cheque, or, by an EFT transfer to the winner's nominated bank account. Cash transfers or cheques may take up to thirty (30) working days to process prior to being ready for collection or postage, from the date the Prize Provider contacts the Winner to confirm their details. Winners will be notified once cheques are ready for collection, should that be the method of prize fulfilment.
35. **If prize winner, recipient, or participant under 18 years of age:** Entrants under the age of 18 years must have parent or guardian consent to register and enter the Promotion. If the Prize winner, or recipient or participant in a challenge or activity conducted in connection with this Promotion is under 18 years of age, a parent or legal guardian of that person must be present for the duration of that event, as one of the participants.
36. **Claiming Prizes:** The Promoter reserves the right to request winners to provide proof of identity, proof of residency and proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. If a prize winner does not redeem any element of a prize then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
37. **Notification & Publishing of Winners:** Winners will be notified in accordance with the Notification and Publication Details. Winners' names and State or Territory of residence may be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State or Territory of the winners on the Website(s).
38. **Risks:** An entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). If Entry or a Prize involves travel, stunts or challenges the Promoter may require the participants to submit to a medical examination by a medical practitioner and obtain relevant medical clearance to participate in the Promotion or redeem a Prize. Any entrant, winner or participant in a Promotion event, may be required to sign an acknowledgement of risk and waiver of liability to expressly acknowledge that participation in the Promotion or Prize event may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign, or to exclude any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the experiences due to safety reasons.

39. **Liability:** The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
40. **Australian Consumer Law:** A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
41. **Facebook:** Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to Facebook; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
42. **Privacy Law:** Personal Information is any information or opinion about an identified individual, or an individual that is reasonably identifiable. Personal Information may include a person's name, address, email address or phone number(s). The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter's privacy policy can be viewed at [www.southerncrossaustereo.com.au](http://www.southerncrossaustereo.com.au). It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, and how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information.
43. By entering the Promotion, the entrant agrees to the Promoter collecting, storing and using their Personal Information (including through its contractors or agents) for the purposes of (a) administering the Promotion and (b) marketing and publicity. By entering the Promotion, the entrant consents to the storage of their personal information on the Promoter's database, and the Promoter contacting them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.
44. The Promoter may use the Personal Information the entrant has provided in connection with this Promotion in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the entrants' Personal Information to its related bodies corporate, contractors and agencies connected with this Promotion and to relevant authorities in the relevant states.