

## Your Chair - Competition Terms and Conditions Schedule

<b>Permit Number</b> (if applicable)	<b>N/A</b>
---	------------

<b>1:</b>	<b>Name of promotion</b>	Your Chair
<b>2:</b>	<b>Promoter Name &amp; ABN</b>	ARN Broadcasting Pty Ltd ABN 32 067 769 466
<b>3:</b>	<b>Station</b>	97.3FM, Mix 102.3, WS FM101.7, GOLD 104.3, 96FM
<b>4:</b>	<b>Website</b>	<a href="http://www.973fm.com.au">www.973fm.com.au</a> , <a href="http://www.mix1023.com.au">www.mix1023.com.au</a> , <a href="http://www.wsfm.com.au">www.wsfm.com.au</a> , <a href="http://www.gold1043.com.au">www.gold1043.com.au</a> , <a href="http://www.96fm.com.au">www.96fm.com.au</a> <a href="http://www.yourchair.com.au">www.yourchair.com.au</a>
<b>5:</b>	<b>State or Territory</b>	NSW, VIC, SA, QLD, WA
<b>6:</b>	<b>Start Date &amp; Time of Registration Period</b>	Entries open on Wednesday 19 August, 2015 5:30am AEST
<b>7:</b>	<b>Close Date &amp; Time of Registration Period</b>	Entries will close on Tuesday 01 September, 2015 11:59pm AEST
<b>8:</b>	<b>How to enter</b>	Throughout the registration period, listeners will be encouraged to visit <a href="http://www.yourchair.com.au">www.yourchair.com.au</a> or by following the links from the station site. Entrants will be required to register their details and complete the separate Application Form along with uploading a 60 second audition video.
<b>9:</b>	<b>Prize Details</b>	<p>There will be a maximum of five (5) prizes. One (1) prize will be awarded per state.</p> <p>For NSW, SA, QLD &amp; WA the prize will consist of:</p> <ul style="list-style-type: none"> <li>➤ Return economy flights for one (1) person (WINNER) from their city to Melbourne.</li> <li>➤ One (1) x night's minimum four (4) star accommodation</li> </ul>

	<p>in Melbourne</p> <ul style="list-style-type: none"> <li>➤ Transfers from Airport to hotel and hotel to airport</li> <li>➤ Sit on the desk of The Project for one show</li> </ul> <p>For VIC the prize will consist of:</p> <ul style="list-style-type: none"> <li>➤ Sit on the desk of The Project for one show</li> <li>➤ Transfers from home to studio and studio to home</li> <li>➤ One (1) x night's minimum four (4) star accommodation in Melbourne</li> </ul> <p>Prize winners must be available for a breakfast winner announce interview on Friday 4<sup>th</sup> September with their local ARN station</p> <p>Prize Winners must also be available on Friday 04 September, 2015 to appear on The Project on a "live cross" from a location in their state.</p> <p>Winners from NSW, SA, QLD and WA must be available to be flown to Melbourne to appear on any episode of The Project between Monday 7 September and Friday 11 September , 2015</p> <p>Prize Winners must also be available at a morning, as stipulated by ARN, between Tuesday 8<sup>th</sup> September Monday 14 September for talent interview with their local ARN stations.</p> <p>Each winner has the opportunity to win a \$500 cash prize by using the 'code word' during their panel attendance on The Project WC 7<sup>th</sup> September. The code word in question will be supplied to the winner by their local station during their winner announce interview Friday 4<sup>th</sup> September</p>
<p><b>10: Prize valuation</b></p>	<p>Total maximum value of each prize: approx. \$2,000*</p> <p><b>Total maximum value of all prizes: approx. AU \$10,000*</b></p> <p>*Dependant on the cost of flights for each state</p>
<p><b>11: Limitation on entries (i.e. number)</b></p>	<p>Entrants may only enter once.</p> <p>No employees of ARN, the Producer or their family or household members, or contractors to, the Promoter or the Producer or any of its agencies involved with the Promotion are eligible to enter.</p>
<p><b>12. Age Limitation</b></p>	<p>All entrants must be 18 years or older.</p>
<p><b>13: Draw process and judging</b></p>	<p>The Promoter nominates the producers of The Project, 7pm Company Pty Ltd ("Producer") to determine the winners. The Producer's decision shall be final and no correspondence shall be</p>

	<p>entered into.</p> <p>The Producer, with the assistance of a representative of ARN, will select a shortlist of applicants from each state during the registration period between Wednesday 19 August 2015 – Tuesday 01 September, 2015 judged as the most interesting and original entries received from all eligible entries.</p> <p>Shortlisted entrants will then be contacted and informed they have been shortlisted for interview at a time scheduled by the Producer.</p> <p>The winners will be judged according to their application and their interview, on the basis of the most interesting and original answers and their performance in the interview.</p> <p>The Producer will nominate one (1) entry from the shortlisted applicants from each state as the winner of the Prize.</p> <p>The selection of winners and the awarding of the Prizes is subject to the Special Conditions below and all of the terms and conditions of this competition.</p>
<p><b>14: Draw Date &amp; Time &amp; Address</b></p>	<p>Judging of shortlisted entries will take place between Wednesday 02 September 2015 9:00am (AEDT) Wednesday 02 September, 2015 5:00pm (AEDT) at Australian Radio Network 3 Byfield Street, North Ryde NSW 2113 or other nominated address.</p> <p>Judging of winners will take place between 05:00pm (AEDT) Wednesday 02 September 2015 October and 7:30pm (AEDT) Thursday 03 September, 2015 the Network Ten studios at Como Building, 620 Chapel Street, South Yarra.</p>
<p><b>15: Method of Winner Notification</b></p>	<p>Prize winners will be notified via phone and email.</p>
<p><b>16: Date of Winner Notification</b></p>	<p>Shortlisted entries will be notified between 9:00am (AEDT) Thursday 20 August and Tuesday 01 September 10:00am (AEDT) Tuesday 01 September, 2015</p> <p>Prize winners will be notified Thursday 03 September, 2015 between 9:00am and 7:30pm (AEDT) and first announced on air between 5:30am and 9:00am during the radio Breakfast show in each state on Friday 04 September, 2015</p> <p>Shortlisted entrants and winners may be announced or advertised on The Project via television broadcast and online.</p> <p>Shortlisted entrants and winners may be announced or advertised on WSFM, GOLD, 97.3FM, Mix102.3 and 96FM via radio broadcast and online.</p>
<p><b>17 Unclaimed Prize Draw Date</b></p>	<p>N/A</p>

<b>&amp; Time &amp; Address</b>	
<b>18. Unclaimed Prize Method of Winner Notification</b>	N/A
<b>19. Unclaimed Prize Date of Winner Notification</b>	N/A
<b>20. Special conditions</b>	<p>i) Videos and application materials</p> <p>Audition video to be no longer than 60 seconds and must be no more than 50MB.</p> <p>The entrant warrants that the video is the original creation of the entrant and that no other person's consent is required to use or exploit the video (or any material in the video) in connection with this Promotion and the use of it on The Project.</p> <p>The entrant grants the Producer an irrevocable, exclusive, royalty free licence (including the right to sub-licence) to reproduce, copy, edit, broadcast and otherwise communicate the video (and any material in the video) as part of the program, 'The Project', and for the purposes of publicity and promotion of 'The Project', throughout the world in perpetuity in all media without restriction or any payment whatsoever.</p> <p>The entrant's name and suburb and answers to questions in the Application Form may also be used in the Program and radio broadcast on WSFM, GOLD, 97.3FM, Mix102.3 and 96FM.</p> <p>The Promoter and the Producer will collect personal information about the entrant. By submitting an application, the entrant must consent to the disclosure of their personal information to ARN and the Producer, and to ARN and the Producer using, and disclosing their personal information to third parties, including Network Ten and its affiliates and the Police, for the purpose of the application assessment and selection process and facilitation of the prize. The entrant's name and suburb and answers to questions in the application form may also be used in the Program and radio broadcast on WSFM, GOLD, 97.3FM, Mix102.3 and 96FM.</p> <p>ii) Police Check Process</p> <p>As applications are received during the Registration Period, the Producer may contact entrants at its discretion to confirm that they will be required to undergo a Police Check, and if requested to do so, entrants are required to provide all assistance necessary to the Producer for this purpose.</p> <p>If the Police Check of an entrant is incomplete, not obtained in time or is not acceptable for the purpose of this competition, the Producer reserves the right at its sole discretion, to exclude the entrant from further consideration and he or she will not be eligible for a Prize.</p> <p>iii) Contacting Entrants</p>

	<p>All entrants must be available to be contacted by ARN and/or the Producer from the time they submit their application until the winner is selected for the purposes of this Promotion.</p> <p>The Producer and/or ARN is only required to contact an entrant 3 times by telephone and if the entrant does not immediately answer their phone, the Producer and/or ARN may exclude them from the Promotion.</p> <p>iv) Consents, waivers and other conditions</p> <p>Winners from NSW, QLD, SA and WA will be required to sign a travel indemnity.</p> <p>All winners will be required to sign confidentiality and recording consents and legal releases from liability in the form required by the Producer as a condition of their appearance on The Project.</p> <p>The Producer reserves the right to change or cancel any appearance on The Project at its absolute discretion. The Producer has no responsibility to provide alternate or substitute appearances on the program, or alternative Prizes.</p> <p>Entrants may be contacted at any stage throughout the competition by the Promoter or Producer to conduct an interview for radio broadcast on WSFM, GOLD, 97.3FM, Mix102.3 and 96FM or for television broadcast on The Project. This in no way guarantees an entrant a Prize of any description.</p>
--	--

## AUSTRALIAN RADIO NETWORK

---

### 97.3, Mix102.3, WSFM, GOLD1043, 96FM General Terms and Conditions for Promotions

---

#### 1. THIS DOCUMENT:

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run on 97.3fm, Mix102.3, WSFM, GOLD1043 & 96FM ("**Radio Station**").
- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "Promoter" is the operating entity of the Radio Station Commonwealth Broadcasting Corporation Pty Ltd ABN 32 067 769 466, unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**". In the event of any inconsistency between the General Terms and Conditions and the Schedule, the Schedule will take priority.

#### 2. CONDITIONS OF ENTRY:

- 2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.

**3. WHO MAY ENTER PROMOTIONS:**

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 The Promoter and Producer may at their discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health, medical, or criminal history.
- 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.
- 3.7 Promotions are not open to:
- (a) employees of, or contractors to, the Promoter or the Producer or any of their agencies involved with the Promotion;
  - (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
  - (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
  - (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter or any radio station that is a member of the Australian Radio Network, valued either individually or collectively at more than \$500 in the 30 days prior to the commencement of the Promotion.
- 3.8 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

**4. ENTRY REQUIREMENTS:**

- 4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.
- 4.2 The Promoter and the Producer are entitled at their sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would

place the business interests of the Promoter or the Producer at risk or adversely affect the goodwill, name or reputation of the Promoter or the Producer.

- 4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter and the Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.
- 4.4 Where entries are made by SMS (if applicable to the Promotion), the maximum cost of each SMS is [55 cents (including GST)]. Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

## 5. **PRIZES:**

- 5.1 All prizes will be awarded either:
- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
  - (b) in other cases as is published by the Promoter in respect of the Promotion.
- 5.2 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.3 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.4 Prizes are non-transferable and may not be redeemed for cash.
- 5.5 All "cash" prizes will be paid by cheque drawn payable to the winner only.
- 5.6 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.7 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.8 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.9 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.10 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.

- 5.11 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.12 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.13 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.14 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.
- 5.15 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.16 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 5.17 The Promoter or the Producer may at their absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter, the Producer or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.18 The decision of the Producer will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.

## **6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:**

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network, the Producer, and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and the Producer and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.



6.4 Each entrant and winner may at the discretion of the Promoter and the Producer be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.

6.5 Winner may NOT substitute a proxy to take part on their behalf.

6.6 Entrants or winner must be 18 years or older.

**7. PRIZE COLLECTION:**

7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.

7.2 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.

7.3 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.

7.4 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.

**8. PUBLICITY:**

8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter and the Producer without payment.

8.2 The entrant consents and hereby grants to the Promoter and the Producer all rights necessary for the Promoter and Producer to edit and publish in all media any photographs, audio-visual recordings and other copyright material ("Materials") at the Promoter's and Producer's discretion and for other publicity purposes associated with the promotion of the Radio Station and The Project. The entrant warrants to the Promoter that all parties shown in or contributing to the Materials have provided their consent for the purposes of the Promotion and this clause and that the photograph or audio-visual recording is in fact a photograph or audio-visual recording of the entrant where this is a requirement of the Promotion. The entrant waives any moral rights the entrant may hold in the Materials, including the right of attribution, the right not to be falsely attributed and the right to materially alter the Materials.

8.3 Acceptance of a prize constitutes permission for the Promoter and the Producer to use winner's name, suburb of residence, recording of winner's voice, the Materials and likeness and filming for the purposes outlined in these terms and Conditions and for advertising and promotional purposes by the Promoter and Producer for broadcast by radio, television and for use on line without compensation, unless otherwise prohibited by law.

**9. EXCLUSION OF LIABILITY:**

9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.

9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.

9.3 To the extent permitted by law, each of the Promoter and the Producer are not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter the Producer, or their servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter, the Producer, and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

**10. OWNERSHIP OF ENTRIES:**

10.1 Subject to the Schedule, all entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Producer (subject to the limits contained in the Privacy Statement).

**11. DISQUALIFICATION:**

11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.

11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter or the Producer which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter and the Producer reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Promotion.

11.3 The Promoter and Producer reserves the right, in their sole discretion, to disqualify any individual for:

- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
- (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
- (c) acting in violation of these Terms and Conditions; or
- (d) acting in an unsportsmanlike or disruptive manner.

11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.

**12. TERMINATION:**

12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.

13. **PARTICIPATION:**

- 13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

14. **PRIVACY:**

- 14.1 All personal information submitted by any entrant for the purposes of a promotion will be handled in accordance with the Promoter and Producer's respective privacy statements. The Promoter's Privacy Statement and the Producer's Privacy Policy can be found at [www.yourchair.com.au](http://www.yourchair.com.au).