



**CAPITAL RADIO NETWORK
GENERAL CONTEST
TERMS & CONDITIONS**

These contest rules apply to all contests conducted by radio stations within the Capital Radio Network unless contest specific terms and conditions exist for any individual contest.

1. THE PROMOTER:

The Promoter is the relevant radio station within Capital Radio Network, located at the published address for the relevant radio station.

2. WHO MAY ENTER:

All entrants must be 18 years or older and reside in Victoria, Western Australia, NSW or ACT.

- You are ineligible to enter a competition if:

- I. you are an employee of, or contractors to, the Promoter or any of its agencies involved with this competition; or
- II. you are the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household).
- III. you have won a prize/prizes valued either individually or collectively at more than \$100 from the Promoter or in any contest run by the Promoter in the prior 30 days.
- IV. you have been discovered to have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
- V. you have won a prize valued at \$1,000 or more from the Promoter or in any contest run by the Promoter in the prior 90 days.
- VI. you have won a prize valued at \$5,000 or more from the Promoter or in any contest run by the Promoter in the prior 12 months.
- VII. you are an employee of any broadcast station within Australia.
- VIII. you have been an employee of the Promoter within the last 60 days.

All contestants acknowledge that the Promoter can rely on Clause 2 and even if the Promoter only learns of a person's ineligibility after the Promoter has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to the Promoter can be required by the Promoter if this occurs.

3. NATURE, VALUE and DISTRIBUTION OF PRIZES:

- I. Cash prize amounts will be direct deposited into a bank account nominated by the winner.
- II. The promoter accepts no responsibility should the winner provide incorrect bank account details.
- III. Should a winner fail to provide a bank account number within 14 days of the prize being awarded, the winner will forfeit the prize.
- IV. Any forfeited prizes become null and void.

- V. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- VI. prizes are non-transferable
- VII. the Promoter and its employees and agents will be fully released from and indemnified by winner in respect of any claim for accident, injury, property damage or loss of life in connection with winner's participation in the contest.

4. PRIZE COLLECTION:

- I. The promoter may request at its sole discretion a winner to present in person to validate their identity by providing ID which includes a photograph.
- II. Upon request by the Promoter a copy of the general contest rules 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.
- III. Prizes will only be awarded following winner validation and verification to the satisfaction of the promoter.
- IV. The judges' decision is **final**, and no correspondence will be entered into.

5. PUBLICITY:

Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

6. EXCLUSION OF LIABILITY:

The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. To the extent permitted by law, the Promoter is 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, or its 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.

7. OWNERSHIP OF ENTRIES:

- I. all entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).
- II. all winners' names and contact details will be kept on record, including the prize value awarded to that person.

8. DISQUALIFICATION:

- I. 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.
- II. the Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the competition 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 which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then the –Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition. The Promoter reserves the right, in its 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 competition or web site;
 - c. acting in violation of these terms and conditions;
 - d. acting in an unsportsmanlike or disruptive manner; or
 - e. if an entrant selected as winner is found to be in breach of paragraphs 3 or 4 of these conditions of entry, 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.

9. PARTICIPATION:

Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules. These rules may change from time to time. The Entrant is responsible for ensuring his or her familiarity with the General Competition Entry Rules 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 General Competition Entry Rules generally.