# **Competition Terms and Conditions Schedule**

Game of chance

1:	Name of Promotion	Summertime Cool Down Pack
2:	Promoter Name & ABN	91.1 Hot FM Pty Ltd ABN 49101804371
4:	Websites	911hotfm.com.au
5:	State or Territory	QLD
6:	Competition Period Start Date & Time	Competition begins Monday 18 <sup>th</sup> August, 5:00am AEST  The Promoter reserves the right to tease the promotion prior to the promotion start date.
7.	Competition Period Close Date & Time	Competition concludes Friday 29 <sup>th</sup> August 12:00am AEST  The Promoter reserves the right to:  (i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period;  (ii) terminate the competition subject to any direction from a regulatory authority.
8.	Entry Restrictions	<ul> <li>Entries may only be submitted via the Promoter's website.</li> <li>a) Entrants must be 18 years of age or over at the time of entry.</li> <li>b) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia.</li> <li>c) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity.</li> <li>d) Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.</li> <li>e) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</li> <li>f) Entrants must be residents of QLD</li> <li>a) Entrants must complete the promotion activity in order to redeem their prize.</li> </ul>

9.	How to enter	Entrants are to enter via the Promoter's website by filling out all required fields.
		(a) Listeners will be invited via station on-air commercials, announcer solicits, promotional trailers or via social media to visit the station website and complete the online entry form, including by providing their contact details.
		(b) Each entry submitted in the above specified competition period will be individually reviewed by representatives of the Promoter.
		(c) The station may contact entrants to ask further questions about their entry. If entrants receive a call or are put to air, this does not mean that they are the deemed winner.
		(d) All valid entries received will be placed into a random prize draw to participate in the competition and a winner will be drawn from this pool.
10.	Limitation on entries	Limitations on entries are as follows:
		(a) Entrants may only submit one entry into the competition on behalf of themselves.
		(b) Any additional entries will be automatically void by the Promoter
13.	Draw Details	Major Draw One [1] major draw will be conducted, as follows: - Draw: 5:00pm AEST Monday 1 <sup>st</sup> September at 17 Carnaby Street, Maroochydore.
		- The Promoter will randomly draw a winner.
		The Promoter may contact entrants prior to the Draw to verify eligibility requirements.
14:	Prize Details	Major Prize Valued at approx. \$1,887.00
		In the form of:  - LG 2.5kw Smart Series Reverse Cycle Split System (\$899.00)  - Installation (\$799.00)  - CoolCabana (\$189.00)
15:	Total Prize Value	Up to \$1,887.00 (incl. GST)
16:	Winner Notification	Winners will be notified by 01/09/2025 5:00pm AEST - By phone

17.	Publication Details	Winners of prizes valued over \$500 (inc GST) may be published on the
		station website 'Win'] page.
18:	Prize Claim and Delivery	Prize must be claimed within three months of prize awarding.
		Winners may be required to prove their identity and show evidence as documented on their birth certificate, driver's licence or passport before any prize is rewarded.
		Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption.
19.	Prize Claim Date and Time & Unclaimed Prize Draw	If unclaimed, the prize will be redrawn or redistributed by the Promoter.
20.	Special conditions	The Promoter's decision is final, and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).
		Prizes awarded are subject to availability and are at the complete discretion of the Promoter.
		Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility, and the Prize Winners will not be compensated.
		Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.
		It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.
		Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.
		Installation Type Installation quote is eligible for Back-to-Back Installation. Any alternate installation may incur extra uncovered costs. Back to Back is installation of a split system on a single storey property constructed of brick veneer, weatherboard or hardy plank, with a pitched roof and a ground mounted compressor, electrical connection

and external isolation switch. Price includes up to 3 meters of refrigeration pipe and ducting, as well as up to 15 metres of electrical cabling. Additional upgrades to meter box not included. Installations undertaken by licensed sub contractors.

Price is indicative of latest information provided by client AC Store. Prices may vary and additional cost may be incurred in line with any terms and condition set out by the client AC Store.

#### **Service Area**

Service area for prize product includes only Sunshine Coast Council Area.

#### **Product Warranty**

5-year parts and labour warranty Inc.

#### Information collected

The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winner otherwise in accordance with the Promoter's privacy statement.

#### Marketing opt In

The Entrant acknowledges that by electing marketing opt in, their information will be passed onto the client for future promotional use.

#### **Contesting dates**

Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contest dates need to change. The Promoter will communicate the date change online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.

### Promoter's right to request further information

The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter does not mean that the entry is deemed the winner.

### Promoter's right to exclude any entrant

The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

### **AUSTRALIAN RADIO NETWORK**

## **General Terms and Conditions for Promotions & Competitions**

The following document covers all promotions and competitions run by this client. There are sometimes additional Terms and Conditions applicable to certain competitions, these competition specific Terms can be found in the link under the relevant competition section contained on this site.

### 1. THIS DOCUMENT:

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**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, 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**".

### 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:

- Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Promoter 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 at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
- 3.4 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.5 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.
- 3.6 Promotions are not open to:
  - employees of, or contractors to, the Promoter or any of its 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 on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than \$500 in the 30 days prior to the commencement of the Promotion, or \$20,000 in the 6 months prior to the commencement of the Promotion.
- 3.7 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.

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 is entitled at its 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 at risk or adversely effect the goodwill, name or reputation of the Promoter.
- 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. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.

#### **PRIZES:**

- 4.4 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.
- 4.5 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 4.6 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.
- 4.7 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 4.8 Prizes are non-transferable and may not be redeemed for cash.
- 4.9 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.
- 4.10 If a prize includes attending an event where alcohol is served, then a winner and any accompanying
- 4.11 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.
- 4.12 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.

- 4.13 The Promoter may at its 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 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.
- 4.14 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

#### 5. **PRIZE COLLECTION:**

- 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.
- 5.2 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.

#### 6. **PUBLICITY:**

- 6.1 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 without payment.
- 6.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 6.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.

### 7. **EXCLUSION OF LIABILITY:**

- 7.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 7.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 7.3 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.
- 7.4 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 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.

#### 8. **OWNERSHIP OF ENTRIES:**

8.1 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).

# 9. **DISQUALIFICATION:**

- 9.1 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. For the avoidance of doubt, the Promoter is not responsible for technical delays associated with the IP delivery or the carriage service. Entrants in promotions that involve a cue to call may experience varying delays depending on their mode of reception.
- 9.2 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 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 which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 9.3 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 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.
- 9.4 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.

### **TERMINATION:**

9.5 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.

### 10. **PARTICIPATION:**

10.1 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.

#### PRIVACY:

10.2 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.