

<b>TERMS AND CONDITIONS SCHEDULE</b>	
<b>ITEM 1: PROMOTION NAME</b>	<b>Reset Your Preset</b>
<b>ITEM 2: PERMIT NUMBER</b>	<b>LTPS/12/00385</b>
<b>ITEM 3: PROMOTER</b>	<p>The promoter is (jointly and severally where applicable) <b>Austereo Pty Ltd</b> (ABN 85 007 914 641) trading as:</p> <p><b>2MMM</b> of Level 14, 50 Goulburn Street, Sydney NSW 2000</p> <p>(the "Promoter").</p>
<b>ITEM 4: WEBSITE</b>	<p><a href="http://www.triplem.com.au/sydney">www.triplem.com.au/sydney</a></p> <p>(the "website").</p>
<b>ITEM 5: PROMOTION REGISTRATION DATES AND TIMES</b>	<p>Registrations will open at 06:00am on Friday 27<sup>th</sup> January 2012 and will close at 03:45pm on Thursday 23<sup>rd</sup> February 2012.</p> <p>("Registration Period")</p> <p>The Promoter reserves the right to amend the Registration Period at its own discretion in accordance state legislation.</p>
<b>ITEM 6: PROMOTION CONTESTING DATES AND TIMES</b>	<b>N/A</b>
<b>ITEM 7: ENTRANT RESTRICTIONS</b>	<p>Entry is available to permanent residents of:</p> <ul style="list-style-type: none"> <li>- NSW</li> <li>• Entrants must be aged 21 years and over.</li> <li>• Entrants cannot have a criminal record.</li> <li>• Entrants must have a valid passport or at least six months left on their passport after your intended departure from the destination</li> <li>• Entrants must have sufficient funds for your travels</li> <li>• Entrants must be able to meet any other such requirements as deemed necessary for the purposes of travel to the destination- Please refer to clause.25 of our extended terms and conditions.</li> </ul> <p>A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize valued at \$10,000 or more in any competition run by the Promoter 6 months prior to their Entry in this Competition.</p>
<b>ITEM 8: METHOD OF ENTRY</b>	<p><b>Entry Method 1:</b> During the Registration Period, individuals will be invited to visit the website and enter the promotion by providing the following information:</p> <p>Personal details including but not limited to;</p> <ul style="list-style-type: none"> <li>(a) Name</li> <li>(b) Address</li> <li>(c) Contact number</li> <li>(d) Email address</li> <li>(e) Date of birth</li> </ul> <p>and upload a photograph of a radio device preset to 104.9 as number one</p>

	<p>(1).</p> <p><b>Entry Method 2:</b> During the Registration Period, individuals will be invited to download The Triple M Phone Application from the Application Store and enter the promotion by providing the following information:</p> <p style="padding-left: 40px;">(a) Name (b) Contact number (c) Email address</p> <p>and upload a photograph of a radio device preset to 104.9 as number one (1).</p> <p><b>Entry Method 3:</b> During the Registration Period, individuals will be invited to send an MMS to 0458 1000 65</p> <p>and enter the promotion by providing the following information:</p> <p style="padding-left: 40px;">(a) Name</p> <p>And send a photograph of a radio device preset to 104.9 as number one (1).</p> <p><i>Standard MMS charges will incur as per the individual's phone provider's standard MMS charges per entry. There is a maximum charge of fifty five (55) cents including GST per entry on all major carriers. Some providers may charge more than the standard rate, please confirm applicable charges prior to entry.</i></p> <p>Entrants may enter more than once however they must submit different photos of different radio devices. All photos must be clearly distinguishable and identify clearly different radio devices. Photo entries which are not distinguishable may be disqualified at the Promoters discretion.</p> <p>Registration entries only will not be deemed as a valid entry for the purposes of this promotion. All registrations must be accompanied by a photograph.</p> <p>All decisions will be made at the complete discretion of the Promoter and no correspondence will be entered into in this regard.</p> <p>All photos must clearly display Triple M 104.9 set to number 1 on the radio preset.</p>
<b>ITEM 9: JUDGING DETAILS</b>	<b>N/A</b>
<b>ITEM 10: DRAW DETAILS</b>	The prize draw will take place at 04:00pm on Thursday 23 <sup>rd</sup> February 2012 at 2MMM of Level 14, 50 Goulburn Street Sydney. The draw will be a manual random draw.
<b>ITEM 11: PRIZE DETAILS</b>	<p><b>There will be one (1) prize only.</b></p> <p>The prize will consist of one (1) each of the following:</p> <ul style="list-style-type: none"> <li>- One (1) x Flights for two (2) people economy class airfare from Sydney to Los Angeles on April 8 2012.</li> <li>- One (1) x Flights for two (2) people economy class airfare from New York to Sydney on April 16 2012.</li> <li>- One (1) x Flights for two (2) people economy class airfare from Los</li> </ul>

Angeles to Greensboro.

- One (1) x Flights for two (2) people economy class airfare from Greensboro to New York.
- One (1) x Return transfers in New York from New York airport to hotel.
- Three (3) x nights' accommodation (room charge only) for two(2) people in a twin share single room in Greensboro with a minimum three and a half (3 ½) star rating
- Five (5) x nights' accommodation (room charge only) for two(2) people in a twin share single room in New York with a minimum four (4) star rating
- Two (2) x Tickets to see Red Hot Chili Peppers on April 9<sup>th</sup> 2012 at The Greensboro Coliseum, North Carolina
- Two (2) x Tickets to see Los Angeles Angel Vs Yankee's at Yankees Stadium on April 13<sup>th</sup> 2012 (Baseball)
- Two (2) x Tickets to see Miami Heath Vs NYC Knicks at Madison Square Gardens on April 15<sup>th</sup> (Basketball)
- Two (2) x Tickets to a show at Broadway Comedy Club in Times Square on a date to be determined by The Promoter
- Five Hundred dollars (500) dollars only cash transferred by EFT

**Maximum value: \$13,276.20**

Two (2) x **2012 ANZ Stadium Members Pass** to access;

- State of Origin II 2012
- NRL Grand Final 2012
- Bledisloe Cup 2012
- Seven (7) x home NRL games at ANZ Stadium in 2012 to be determined by the Promoter at their discretion no later than December 31<sup>st</sup> 2012.

**RRP \$1,950, includes joining fee \$1,250 and annual subscription fee of \$700\*  
Right to continue membership in 2013 upon payment of annual subscription fee\***

**Maximum Value: \$3,900**

One (1) x opportunity to receive (2) two x tickets to a maximum of four (4) Triple M station listener events at the discretion of the Promoter no later than December 31<sup>st</sup> 2012.

In the event that the attendees of the listener event results in a prize draw at the event itself the Reset Your Preset winner will not be eligible for a prize.

**Maximum value \$150**

One (1) x opportunity to receive (2) two x tickets to each Triple M Concert Presents in 2012 (minimum of (2) two x concert presents). Prize will be awarded two concerts at the Promoter's discretion and similar prizes may be awarded of the same value if Concert Presents are unavailable.

The prize will be awarded no later than December 31<sup>st</sup> 2012.

**Maximum value \$400**

	<p><b>Total Maximum Value of Prize: \$17,726.20</b></p> <p>The prize does not include any meal or drink allowances, transfers to and from Sydney airport, or any additional costs incurred by the winner at the two (2) hotels. The prize is non transferable.</p>
<b>ITEM 12: PRIZE WINNER PUBLICATION DETAILS</b>	Details of prize winner will be published on the website on Friday 24 <sup>th</sup> February 2012.
<b>ITEM 13: UNCLAIMED PRIZE DRAW DATE AND PUBLICATION DATE</b>	N/A
<b>ITEM 14: OTHER CONDITIONS</b>	<p>All entry details and content created at any stage during the promotion becomes the property of the Promoter and affiliated partners. The Promoter and affiliated partners may use the name of the entrants and prize winners, copy written for entry and the photographs and video taken of the entrants during the course of the promotion for promotional, public and commercial purposes without compensation.</p> <p>By entering this Promotion, the entrant consents that any material or submissions produced throughout the Promotional period may be used by the Promoter in their discretion for the purposes of marketing and publicity and that no remuneration will be awarded for such use.</p> <p>The Promoter reserves the right in their discretion to disqualify entrants if their photo entries are deemed to be unsuitable for the purposes of the Promotion.</p> <p>All entrants must have the permission of all subjects that appear in the photo before they submit it as an entry in the competition.</p> <p>Multiple entries are considered as different photos of different devices only and multiple entries of the same photograph will not be considered.</p> <p>The major winner and their guest must both be aged 21 years and over, cannot have a criminal record, must have a valid passport or at least six months left on their passport after the departure date from the destination and must have sufficient funds for your travels and be able to satisfy any other requirements for the purposes of travel to the destination.</p> <p>Winner <u>must</u> be available to fly on April 8<sup>th</sup> 2012 and return on April 16<sup>th</sup> 2012.</p> <p>Hotels are classed between 3.5-4 stars and is based on two people sharing a twin or double room. Hotel supplied is room only and any additional costs will be incurred by the winner. Hotel is non-exchangeable.</p> <p>The prize includes only elements in Item.11 It is the winner's and their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).</p> <p>Please refer to clause 25 in the Terms &amp; Conditions below for overseas travel conditions.</p> <p>The Prize Winner and their travel companion must have a current passport valid for a period of six (6) months past their expected stay in the USA. The passport must be machine-readable (e-passport). It is the responsibility of the Prize Winner and their accompanying guest to contact the Australian Passport Office to verify the status of their passport should they have any</p>

doubts.

It is the responsibility of the Prize Winner and their travel companion to complete the Electronic System for Travel Authorization, under the Visa Waiver Program. If there is a cost associated with this, it will be the responsibility of the winner and their guest to cover.

The Promoter takes no responsibility should the Prize Winner and/or their travel companion be denied a Travel Authorisation by the United States Consulate; and must forfeit their prize as a result. Noting a criminal record may affect this.

Prize Winner and their travelling companion must be available to travel on the dates specified by the Promoter. If the Prize Winner and/or their travel companion is unavailable to travel on the specified dates, at the Promoter's discretion the Prize Winner may forfeit their Prize and the Promoter may award the Prize to another Entrant in their place.

Flights and hotel are subject to change at the Promoter's discretion.

Should the prize winner and their travel companion miss any of the travel arrangements organised for them by the Promoter they will be responsible for organising replacement arrangements at their own discretion.



## **Terms and conditions**

### **1. INTRODUCTION**

- 1.1 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Terms and Conditions Schedule.
- 1.2 To the extent that there is any inconsistency between the Terms and Conditions Schedule and the Terms and Conditions the Terms and Conditions Schedule will prevail.
- 1.3 These terms and conditions can be collected at the reception desks of the participating stations as listed in Item 3: Promoter and can be downloaded from the website/s listed in Item 4: Website.

### **2. DURATION**

Entry into this Promotion will occur in accordance with Item 5: Promotion Registration Dates and Times and Item 6: Promotion Contesting Dates and Times.

### **3. ELIGIBILITY**

- 3.1 Entrants must at all times comply with Item 7: Entrant Restrictions. Those entrants who have not complied with Item 7: Entrant Restrictions will be disqualified.
- 3.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 3.3 Entrants warrant that they are entering this Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

### **4. METHOD OF ENTRY**

- 4.1 Entrants may enter this Promotion in accordance with Item 8: Method of Entry. Those entrants who have not complied with Item 8: Method of Entry will be disqualified.
- 4.2 Inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 4.3 Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
- 4.4 Unless otherwise stated in these terms and conditions, no person may enter this Promotion more than once and persons may not enter or participate in it on behalf of any third party.
- 4.5 All entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is

announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

- 4.6 Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 4.7 Should an entrant be required to submit a third party's personal information, as a part of entry into or participation in this Promotion, each entrant must ensure that any other person whose 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 the 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.
- 4.8 Should the Promotion require the entrant to submit a photograph, as a part of entry into or participation in this Promotion ("Photograph"):
  - (a) entrants warrant that they are the person in the photograph or have prior approval from the person in the photograph that is submitted as part of the entry;
  - (b) all entrants acknowledge that their entry may, at the discretion of the Promoter, be posted on the website;
  - (c) entrants agree that and authorise Austereo to use, edit and reproduce the Photographs;
  - (d) the entrant agrees that Austereo has the right to publish and communicate to the public the Photographs in any media including, but not limited to, online, at all times without restriction or limitation throughout the world (including all promotional purposes);
  - (e) the entrant acknowledge that the Photographs may be edited by Austereo at its sole discretion;
  - (f) the entrant agrees that Austereo has the right to use the entrants name, likeness or other information concerning and provided by the entrant in its use of the Photographs;
  - (g) the entrant agrees to fully release now and forever Austereo from and against all actions, suits, claims and demands which they may have against Austereo arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) from the use of the Photographs;
  - (h) the entrant unconditionally waives all of his/her rights at any time to seek or obtain injunctive relief to prevent or restrict Austereo's use of the Photographs; and
  - (i) the entrant warrants that he/she has obtained permission from any other persons featured in the Photographs for Austereo to use the Photographs.
- 4.9 Entries via SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- 4.10 If this Promotion involves:
  - (a) entry via a phone call, each call is charged at no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones; or

(b) entry via SMS, each SMS is charged at 55 cents (including GST). To enter, entrants will need an SMS compatible mobile phone connected to a service provider that permits text messaging to the abovementioned premium SMS number. It is recommended that entrants check with their individual service provider in this regard.

4.11 Should the Promotion involve voting, the accuracy of the polling results received and published by the Promoter is final and binding and no correspondence will be entered into.

## **5. DRAW / JUDGING**

5.1 If the prize is awarded by judging, the judging will take place in accordance with Item 9: Judging Details.

5.2 If the prize is awarded via a prize draw, the draw will take place in accordance with Item 10: Draw Details.

5.3 Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

## **6. PRIZE(s)**

6.1 All prizes are awarded in accordance with Item 11: Prize Details.

6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

6.3 Should the prize include tickets to an event at which alcohol will be served ("the Event") the prize winner and each guest of a prize winner 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.

6.4 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.

## **7. PRIZE CONDITIONS**

7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

7.2 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 in Item 11: Prize Details, will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only.

7.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.

- 7.4 If a prize winner does not take any element of a 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 awarded in lieu of that prize or any part of it.
- 7.5 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).
- 7.6 Where a prize involves a "meet and greet" element, the meet and greet with the celebrity/artist/public figure will be at the discretion of the celebrity/artist/public figure's management and will at all times be subject to the availability of the celebrity/artist/public figure. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
- 7.7 The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter's brand into disrepute. The Promoter also reserves the right to disqualify contestants if:
- (a) a contestant at any stage engages in, causes or incites physical violence (e.g. punching, slapping), inappropriate, illegal, unsociable or unsafe behaviour; and/or
  - (b) the safety of any of the Promoter's staff member is compromised.
- 7.8 The Promoter will not award the prize if the Promotion is terminated for whatever reason.

## **8. NOTIFICATION**

- 8.1 All prize winner(s) will be notified either:
- (a) on air at the time of winning;
  - (b) by telephone;
  - (c) by post.
- 8.2 Details of prize winners will be published in accordance with Item 12: Prize Winner Publication Details, if applicable.

## **9. PRIZE COLLECTION**

- 9.1 Prize winners will be required to collect their prize from the Promoter at the address listed in Item 3 of the Terms and Conditions Schedule unless otherwise informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or 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 and/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.
- 9.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 9.3 Entrants proposing to redeem prizes involving or participate in the Promotion where it involves travel, stunts or challenges may, at the absolute discretion of the Promoter, first be required to:

- (a) submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem the prize; and/or
- (b) execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem the prize.

#### **10. PRIZE AVAILABILITY**

- 10.1 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 may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 10.2 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.
- 10.3 Where the prize involves the winners attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the winner and any accompanying guests will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.

#### **11. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

#### **12. UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

#### **13. PUBLICITY MATERIALS**

- 13.1 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 any entrants for any promotion or matter incidental to the Promotion.
- 13.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air and communicate to the public on the website/s.
- 13.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.
- 13.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

#### **14. COPYRIGHT**

By entering this Promotion all entrants:

- (a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
- (c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

#### **15. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

#### **16. TAMPERING AND OTHER MATTERS**

- 16.1 If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.
- 16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

#### **17. LINE DROP OUT AND INABILITY TO CONTACT**

- 17.1 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 broke up.
- 17.2 If a contestant 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 person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

#### **18. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each contestant.

#### **19. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

**20. MINORS**

- 20.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.
- 20.2 If the winner of a holiday prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their accompanying traveller for the trip. The winner and their accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.
- 20.3 Where these terms and conditions require a participant to sign a Deed of Release before participating in the Promotion and/or redeeming a prize and the contestant and/or winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by that person's parent or legal guardian prior to their participation in the Promotion and/or the prize being awarded.

**21. TERMINATION OF PROMOTION**

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 contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

**22. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Promotion and/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.

**23. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

**24. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Promotion will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Promotion is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to [privacy@austereo.com.au](mailto:privacy@austereo.com.au). If details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.

**25. OVERSEAS TRIP PRIZES**

Where the prize or participation in the Promotion includes overseas travel:

- (a) the prize does not include airport departure or government taxes. These must be paid by the winner and their accompanying traveller (where applicable);
- (b) the winner and their accompanying traveller (if applicable) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months

following the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries;

- (c) it is the responsibility of the winner and their accompanying traveller (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade and determine whether or not they will redeem the prize;
- (d) the Promoter will not be responsible for any loss or damage suffered by any contestant and/or their accompanying traveller (if applicable) arising out of a failure by the contestant and/or their accompanying traveller to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade;
- (e) the Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller (if applicable) should any prize winner or their accompanying traveller (if applicable) not redeem a prize as a result of any such travel warning or advisory applies to a country and/or countries the subject of the prize. For the avoidance of doubt, nothing in these Terms and Conditions requires the Promoter to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries in relation to a prize and a prize winner and/or their accompanying traveller (if applicable) do not redeem the prize as a result; and
- (f) to the United States of America, the prize winner and their accompanying traveller (if applicable) will be required to apply for an Electronic System for Travel Authorisation (ESTA). Applications must be submitted no later than three (3) days prior to the departure date. Should this form not be lodged by both the winner and their accompanying traveller (if applicable) within this time, they will be ineligible to enter the United States of America and will therefore forfeit the prize.