

<b>TERMS AND CONDITIONS SCHEDULE</b>	
<b>ITEM 1: PROMOTION NAME</b>	<b>5 IN 10</b>
<b>ITEM 2: PERMIT NUMBER</b>	<b>N/A</b>
<b>ITEM 3: PROMOTER</b>	<p>The promoter is (jointly and severally where applicable) <b>Perth FM Radio Pty Ltd</b> (ABN 22 077 569 110) trading as:</p> <p><b>MIX 94.5</b> of 450 Roberts Road, Subiaco WA 6008.</p> <p>(the "Promoter").</p>
<b>ITEM 4: WEBSITE</b>	<p><a href="http://www.mix.com.au">www.mix.com.au</a></p> <p>(the "website").</p>
<b>ITEM 5: PROMOTION REGISTRATION DATES AND TIMES</b>	<b>N/A</b>
<b>ITEM 6: PROMOTION CONTESTING DATES AND TIMES</b>	<p>Contesting will occur, as determined by the Promoter, between 8.00am and 10.00am in the period between Saturday 3<sup>rd</sup> April 2010 until Saturday 28<sup>th</sup> August 2010 (Saturdays only) ("Competition Period").</p> <p>The promoter reserves the right to increase the amount of contesting spots during the Contesting Period.</p> <p>An individual day during the Promotional Period is known as a "Contesting Day".</p>
<b>ITEM 7: ENTRANT RESTRICTIONS</b>	<p>Entry is available to permanent residents of:</p> <ul style="list-style-type: none"> <li>- Western Australia</li> </ul> <p>Entrants must be aged 18 years and over.</p> <p>A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize from the Promoter 30 days prior to their entry in this Competition or if they have won a prize valued at \$10,000 or more in any competition run by the Promoter 12 months prior to their entry in this Competition.</p>
<b>ITEM 8: METHOD OF ENTRY</b>	<p>In order to indicate that contesting will take place during the Competition Period the Promoter will solicit for listeners to call the "competition line" (13 33 53) to participate in the competition.</p> <p>The Promoter will select a caller at random who will be given a particular topic (as chosen by the Promoter). The caller will have ten (10) seconds to name five (5) items/objects/persons etc relating to the chosen topic.</p> <p>Should the caller be unsuccessful at naming five (5) correct answers, the Promoter will take the next caller and so on and so forth, until the correct answers are given.</p> <p>The decision of the Promoter is final.</p>

	The first person to give the correct answers will win the prize.
<b>ITEM 9: JUDGING DETAILS</b>	<b>N/A</b>
<b>ITEM 10: DRAW DETAILS</b>	The prize will be awarded in accordance with Item 8.
<b>ITEM 11: PRIZE DETAILS</b>	There will be a minimum of one (1) prize awarded per Contesting Day.  Each prize will be consist of various products (as determined by the Promoter)  <b>Minimum Value of each Prize: \$30.00</b>
<b>ITEM 12: PRIZE WINNER PUBLICATION DETAILS</b>	<b>N/A</b>
<b>ITEM 13: UNCLAIMED PRIZE DRAW DATE AND PUBLICATION DATE</b>	<b>N/A</b>
<b>ITEM 14: OTHER CONDITIONS</b>	<b>N/A</b>



## **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.