



NOVA
ENTERTAINMENT

nova smoothfm
★STAR104.5 FIVEaa

Competition Terms and Conditions (Game of Chance)

Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	Promotion	Star 104.5's Raiders Of The Lost Loot
2.	Promoter	Star 104.5 Pty Ltd (ACN 101 607 676) of Level 1, 4 Ilya Avenue Erina NSW 2250
3.	Permit Number	NSW Permit Number: LTPS-18-27934
4.	Station/s and Website/s	Star 104.5 - www.star1045.com.au
5.	Promotion Period	The Promotion commences at: 6am AEDT Thursday 1 November 2018 Entries into the Promotion close at: 9pm AEDT Friday 1 March 2019 The Promotion ends at: 10pm AEDT Friday 15 March 2019
6.	Eligible States and Territories Clause 2	NSW
7.	Age Restriction Clause 2	Entrants and any companions (if applicable) must be: 18 years of age or over. The Promoter may require entrants to provide proof of age in a form acceptable to the Promoter. Should an entrant be unable to satisfy this requirement, the entrant will be ineligible to enter the Promotion.
8.	Maximum Number of Entries Clause 3	Entrants may submit as many entries as they wish however each entry must be submitted via a separate entry and must independently comply with these Competition Terms of Entry. For the avoidance of doubt, unless otherwise expressly stated, entrants may only win one (1) prize each in the Promotion.
9.	Entry Method Clause 3	Participating Retailer Entry Method During the Promotion Period, Participating Retailer entrants (defined in Entry Restrictions below) must: (a) Fully complete in the manner required a promotional/advertising booking form as provided by a representative of the Promoter; (b) Ensure all promotion and advertising booked as part of this Promotion as specified in the Participating Retailer's promotional/advertising booking form are settled (including full and final payment) in accordance with Star 104.5's Terms and Conditions of Advertising (as determined by the Promoter in its sole and absolute discretion) no later than 4pm AEDT Friday 1 March 2019; and (c) Attend the Major Draw Event (or nominate a Proxy to attend on their behalf) on Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be confirmed by the Promoter. For the avoidance of doubt, each valid Participating Retailer entrant will receive a minimum of one (1) invitation for a representative/principal/owner of the Participating Retailer (or their nominated Proxy) to attend and participate in the Major Draw Event. Customer Entry Method: During the Promotion Period, Customer Entrants (defined in Entry Restrictions below) must: (a) Spend a minimum of AUD\$30 (incl GST) at a Participating Retailer's business or store (in a single transaction and/or on products as determined and clearly advertised by the Promoter



		<p>in its sole and absolute discretion at the point of sale within the Participating Retailer's business or store) (Eligible Purchase) to receive an entry form;</p> <p>(b) Fully complete the entry form in the manner required, attach a copy of the receipt of the Eligible Purchase and place the completed entry form in the entry box located at the Participating Retailer's business or store;</p> <p>(c) Each valid Customer Entrant entry form will entitle the relevant Customer Entrant one (1) entry into the Customer Minor Draw. Customer Entrants are required to retain a copy of their receipt to verify their entry and must provide a copy of their receipt to the Promoter if requested in the Promoter's sole and absolute discretion.</p> <p>All valid Customer Entries received by the Promoter during the Promotion Period will be placed into the Customer Minor Draw.</p> <p>Customer Minor Draw</p> <p>The Customer Minor Draw will take place on Wednesday 6 March 2019, between 9am and 12pm AEDT at the Promoter's premises.</p> <p>The first (1) valid Customer Entrant drawn from each Participating Retailer location draw pool (each, a Selected Customer Entrant) will receive an invitation for the Selected Customer Entrant to attend and participate in the Major Draw Event (or nominate a Proxy to attend on their behalf) on Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be confirmed by the Promoter.</p> <p>For the avoidance of doubt, there will be one (1) Selected Customer Entrant per Participating Retailer location invited to participate in the Major Draw Event.</p> <p>Selected Customer Entrants may each bring one (1) companion with them to the Major Draw Event, however, for the avoidance of doubt, that companion is not eligible to participate in the Major Draw Event.</p> <p>Major Draw Event attendees are responsible for making their own way to and from the Major Draw Event location.</p> <p>Major Draw Event</p> <p>On Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be confirmed by the Promoter, the Promoter will conduct the Major Draw Event, in accordance with Challenge Details below.</p>
<p>10.</p>	<p>Entry Restrictions</p>	<p>In order to be eligible to enter this Promotion, entrants must be either:</p> <p>(a) A principal/owner/representative of a business who has been invited to participate in this Promotion by a representative of the Promoter and who has signed (or has permitted a person to sign on their behalf with the appropriate authority), a promotional/advertising booking form for this Promotion as required by the Promoter (Participating Retailer). The principal/owner/representative of the Participating Retailer must be able to attend the Major Draw Event (or provide a Proxy to attend on their behalf) on Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be determined by the Promoter in its sole and absolute discretion and advised to entrants closer to the Major Draw Event;</p> <p>OR</p> <p>(b) A customer of a Participating Retailer business or store, who makes an Eligible Purchase (as defined in Entry Method above) during the Promotion Period, complies with these Terms of Entry and is available to attend the Major Draw Event (or provide a Proxy to attend on their behalf) in the event the entrant is selected as a Selected Customer Entrant in the Customer Minor Draw (Customer Entrant).</p> <p>In order to be eligible to enter this Promotion, Participating Retailer entrants must ensure that all promotion and/or advertising booked as part of this Promotion as specified in the Participating Retailer's promotional/advertising booking form are settled (including full and final payment) in accordance with Star 104.5's Terms and Conditions of Advertising no later than 4pm AEDT Friday 1 March 2019.</p>



		<p>All promotion/advertising booked in relation to this Promotion must comply with the Star 104.5's Advertising Terms and Conditions (as provided to the Participating Retailer entrant at the time of booking).</p> <p>Entrants who enter this Promotion as a Participating Retailer do so on behalf of a Participating Retailer and not for their own personal benefit. The Major Prize will be awarded to the principal/owner of the Participating Retailer, in the event that the Participating Retailer entrant is a winner.</p> <p>Entrants who are unable to attend the Major Draw Event may appoint a proxy to attend on their behalf (Proxy). Proxy's must be 18 years of age or over. In the event that the Major Prize is won by a Proxy, the Major Prize will be awarded to the Participating Retailer or Customer Entrant who nominated the Proxy and the Proxy will have no entitlement to any prize.</p> <p>Entrants must advise the Promoter in writing of their nominated Proxy (including by providing the Promoter with the Proxy's name and contact details) no later than 4pm AEDT Wednesday 13 March 2019. Entrants who fail to appoint a Proxy prior to the time specified may be required to attend the Major Draw Event or may be deemed ineligible for the Major Prize (as determined by the Promoter in its sole and absolute discretion).</p> <p>To be eligible to be awarded the Major Prize, each Selected Customer Entrant and all Participating Retailers (or their nominated Proxy) must be in attendance at the Major Draw Event (where the Major Prize Draw will be conducted) and must be ready and willing to participate in various Challenges (as described in Challenge Details below) as part of the Major Prize Draw.</p> <p>Entrants must provide a nominated valid Australian bank account (personal account, if a Customer Entrant or business account, if a Participating Retailer) as requested by the Promoter, in the event that the entrant is the Major Prize winner.</p> <p>If requested by the Promoter (in its sole discretion), entrants must sign an indemnity and exclusion of liability form in order to be eligible to participate in the Major Draw Event.</p>
11.	Challenge Details	<p>Major Draw Event The Major Draw Event will take place on Friday 15 March 2019 between 6pm and 10pm AEDT, as follows:</p> <ul style="list-style-type: none"> (a) At the Major Draw Event each Participating Retailer and Selected Customer Entrant (or their nominated Proxy) (each, a Challenger) will be asked to register their attendance with a representative of the Promoter within the specified time (as clearly communicated at the Major Draw Event). (b) All Challengers who successfully register within the specified time (as determined by the Promoter in its sole and absolute discretion) will be invited to participate in a Challenge, as set out below. <p>Challenge</p> <ul style="list-style-type: none"> (a) At the commencement of the Challenge, each Challenger will be randomly allocated a hat displaying a number. As the Challenge progresses, numbers will be drawn via a random electronic draw system, and displayed on a screen. (b) If a Challenger's allocated number is displayed on the screen that Challenger will be eliminated from the Challenge (as determined by the Promoter in its sole and absolute discretion). (c) The Challenge will continue in the manner outlined above until such time as there are ten (10) Challengers remaining. (d) The remaining ten (10) Challenges will have the number displayed on their hat placed into a barrel draw. As the Challenge continues, numbers will be randomly drawn from the barrel draw by the Promoter, and read aloud by the Promoter. (e) If a Challenger's allocated number is read aloud by the Promoter, that Challenger will be eliminated from the Challenge (as determined by the Promoter in its sole and absolute discretion). (f) The Challenge will continue in the manner outlined above until such time as there are three (3) Challengers remaining. (g) The remaining three (3) Challengers will each be invited to select one (1) of three (3) available ice sculptures. (h) The Challengers will be invited to use sculpting tools to remove an envelope from inside their selected ice sculpture.



		<p>(i) The Promoter may (in its sole and absolute discretion) invite one (1) or more of the Challengers to swap their number, ice sculpture, or envelope with another Challenger at any stage throughout the Challenge (however the Promoter is under no obligation to do so). The Challenger who is invited to swap may make a final decision whether or not to swap with another Challenger, and if chosen, the chosen Challenger must swap with the Challenger who was invited to decide whether or not to swap.</p> <p>(j) When the remaining three (3) Challengers have each retrieved their envelopes from the ice sculptures, the Promoter will invite the Challengers to open their envelopes. Two (2) of the envelopes will each contain a Minor Prize, and the Challengers who open the envelopes containing a Minor Prize will each be deemed Minor Prize winners and awarded a Minor Prize.</p> <p>(k) The third envelope (that does not contain a Minor Prize) will contain an invitation for the Challenger holding that envelope to participate in the Major Prize Draw (and the relevant Challenger will be deemed the Major Prize Challenger).</p> <p>Major Prize Draw</p> <p>At the Major Draw Event, the Major Prize Challenger will be invited to participate in the Major Prize Draw, as follows:</p> <p>(a) There will be one hundred (100) identical envelopes on display (the envelopes will be different in appearance to the envelopes referred to above in the Challenge), each envelope containing one (1) voucher. Each voucher will specify a cash amount available to be won by the Major Prize Challenger in the event the Major Prize Challenger chooses that particular envelope.</p> <p>(b) One (1) of the envelopes will contain a voucher for a cash amount of \$100,000.</p> <p>(c) The other ninety-nine (99) envelopes will each contain a voucher for a cash amount of \$5,000.</p> <p>(d) The Major Prize Challenger will be asked to select (1) envelope from the one hundred (100) identical envelopes on display and open it to reveal the cash amount stated on the voucher inside the envelope.</p> <p>(e) The Major Prize Challenger will be awarded the cash amount as specified on the voucher inside the envelope they select.</p> <p>(f) For the avoidance of doubt, the Major Prize Challenger's first choice of envelope will be taken, should the Major Prize Challenger change their mind.</p>
<p>12.</p>	<p>Challenge Date and Location</p>	<p>The Major Draw Event will take place on Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be confirmed by the Promoter.</p> <p>The date, time and venue of the Major Draw Event is subject to change at the Promoter's absolute discretion.</p> <p>The Promoter will inform all Customer Entrants and Participating Retailers of the location of the Major Draw Event a minimum of one (1) week prior to the Major Draw Event via email or telephone.</p>
<p>13.</p>	<p>Draw Details</p> <p>Clause 4</p>	<p>Customer Minor Draw</p> <p>The Customer Minor Draw will take place on Wednesday 6 March 2019 between 9am and 12pm AEDT at the Promoter's premises.</p> <p>The first (1) valid Customer Entrant drawn from each Participating Retailer location draw pool (each, a Selected Customer Entrant) will receive an invitation for the Selected Customer Entrant to attend and participate in the Major Draw Event (or nominate a Proxy to attend on their behalf) on Friday 15 March 2019 between 6pm and 10pm AEDT at a location to be confirmed by the Promoter.</p> <p>For the avoidance of doubt, there will be one (1) Selected Customer Entrant per Participating Retailer location invited to participate in the Major Draw Event.</p> <p>Major Prize Draw</p> <p>The Major Prize Draw will take place on Friday 15 March 2019 between 6pm and 10pm AEDT at the Major Draw Event (see Challenge Details above).</p> <p>The Major Prize Draw and the announcement of the Major Prize winner will be scrutinised by an independent person.</p>



14.	Prize Clauses 8 - 15	<p>Major Prize</p> <p>There is one (1) Major Prize to be won, consisting of a cash amount of either AUD\$100,000 or AUD\$5,000.</p> <p>The cash amount of the Major Prize will be dependent on the cash amount as stated on the prize voucher contained within the envelope selected by the Major Prize Challenger during the Major Prize Draw.</p> <p>Minor Prizes</p> <p>There are two (2) Minor Prizes to be won, each comprising of AUD\$500.</p>
15.	Prize Restrictions Clauses 8 - 15	N/A
16.	Total Prize Value	Up to \$101,000.
17.	Notification of Winners Clause 17	<p>Winners in the Customer Minor Draw will be notified by one or more of the following by 5pm AEDT Thursday 7 March 2019</p> <p><input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input type="checkbox"/> on-air at the time of winning <input checked="" type="checkbox"/> Website(s) <input type="checkbox"/> social media</p> <p>Winners of the Minor Prizes and Major Prize will be notified by one or more of the following by 10pm AEDT Friday 15 March 2019</p> <p><input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> telephone <input checked="" type="checkbox"/> in person <input type="checkbox"/> on-air at the time of winning <input checked="" type="checkbox"/> Website(s) <input type="checkbox"/> social media</p>
18.	Publication of Winners Clause 17	Winners will be published on the Website by: Tuesday 19 March 2019
19.	Prize Claim Date Clause 18	<p>Invitations to the Major Draw Event must be claimed by 5pm AEDT Friday 8 March 2019</p> <p>Minor Prizes and the Major Prize must be claimed by 10pm AEDT Friday 15 March 2019</p>
20.	Unclaimed Prize Draw Clause 18	N/A
21.	Prize Delivery Clause 8	The Minor Prizes and Major Prize will be transferred to the winner's nominated bank account (or the business account of the Participating Retailer, if applicable) via electronic funds transfer.
22.	Additional Conditions	N/A

Competition Terms and Conditions

Terms of Entry

1 Schedule and Terms of Entry

- (a) These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering the Promotion, entrants accept these Terms of Entry.
- (b) To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the relevant Website) do not apply to this Promotion.

2 Eligible Entrants

- (a) **Eligible States and Territories.** Entry is open only to residents of the Eligible States and Territories specified in the Schedule (refer to checked boxes) who comply with the Age Restriction.
- (b) **Associated persons and entities.** Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this



Promotion or of any Australian commercial radio broadcaster are ineligible to enter.

- (c) **Using different identities.** Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
- (d) **Previous Winnings.** A person is ineligible to enter this Promotion if that person or anyone from the same family or household has won prizes to the value of \$500 or more in any promotion(s) run by the Promoter or any radio station owned or controlled by Nova Entertainment Pty Ltd in the thirty (30) days prior to the commencement of the Promotion Period.
- (e) **Correct Information.** Entrants must only register in their own name. Any entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
- (f) **Proof.** The Promoter may require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a Prize. In the event that the entrant fails to produce such proof that entrant will be ineligible for the Promotion.

3 Entry Method

- (a) **Promotion Period.** To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- (b) **SMS Entry.** If this Promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants under the age of 18 must obtain the bill payer's permission prior to entering. The Promoter's service provider is Salmat Digital Pty Ltd (helpline: 1300 131 276).
- (c) **Phone Entry.** If this Promotion involves entry via a promotion phone line, the maximum cost of a call to the promotion phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones. Entrants under the age of 18 must obtain the bill payer's permission prior to entering.
- (d) **Online Entry.** Costs associated with accessing any Website remain an entrant's responsibility and may vary depending on Internet Service Provider used.
- (e) **Social Media Entry.** If this Promotion is conducted or involves entry via a social media platform, the following will apply:
 - (i) an entrant's entry must be submitted by the individual entrant;
 - (ii) entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;
 - (iii) use of social media platforms is subject to the terms and conditions of use of that social media platform;
 - (iv) entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. The winner and their

companion(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users; and

- (v) to the extent permitted by law, the winner and their companions agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companions in respect of their participation in the Promotion.

- (f) Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.

4 Entries and Draw Details

- (a) The draw/s will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Draw Details and Prize details specified in the Schedule.
- (b) Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- (c) Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).

5 Use of Entries

- (a) By entering this Promotion, an entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being broadcast on-air and/or published in any form of media by the Promoter, the Promotion's prize supplier and any promotional partners associated with the Promotion.
- (b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

6 Intellectual Property Rights

- (a) Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.
- (b) All entries and materials submitted to the Promoter in connection with this Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - (i) consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their



entry, to publicise this Promotion or for any other purposes;

- (ii) warrants that their entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;
- (iii) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and
- (iv) will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7 Challenge

- (a) If the Promotion involves a challenge, the challenge will be conducted in accordance with any challenge details specified in the Schedule and as notified by the Promoter to the entrants at the time of participating in the Challenge.
- (b) Should the challenger refuse, or fail to satisfactorily complete the Challenge within the time specified, they will not receive any prize (or progress to the next stage of the Promotion, where applicable) and the Promoter will not be required to conduct the Challenge again. The Promoter's decision as to the result of the Challenge is final and no correspondence will be entered into.

8 Prize (General)

- (a) **General.** The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.
- (b) **If Prize winner is under 18 years of age.** If a winner of a Prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the Prize to the winner's parent or guardian (who is aged over 18 years).
- (c) **No transfers or exchanges.** The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any 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 supplied for that element of the Prize.
- (d) **Variation in Prize value.** The Promoter accepts no responsibility for any variation in Prize value. Where a Prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Eligible States and Territories.
- (e) **Tax Implications.** The Promoter is not responsible for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- (f) **Prize Delivery.** Prizes will be provided by the Promoter to the

winner as stated in the Prize Delivery section of the Schedule.

9 Events

If the Prize includes any events, the following terms will apply:

- (a) I.D to enter the venue is required. The venue reserves the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated;
- (b) Dress standards apply (at the discretion of the venue);
- (c) The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason; and
- (d) Responsible services of alcohol laws will be strictly enforced.

10 Cash Prize

Prize will be electronically transferred into the prize winner's nominated Australian bank account (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age).

11 Apple Products

If the Prize includes an Apple product, entrants acknowledge that Apple is not a participant in or sponsor of this Promotion.

12 Travel Prize

If the Prize includes any travel, the following terms and conditions will also apply (where applicable):

- (a) **Blackout periods.** If the Prize includes international or domestic travel, the Prize cannot be taken during peak periods or any travel 'blackout' periods applying which will be specified by the Promoter or applicable prize provider, and must be booked and completed as specified by the Promoter and/or the prize provider or organiser of the Prize.
- (b) **Travel dates.** All travel must be taken or completed by any dates specified by the Promoter and/or prize supplier and is subject to availability. If the Prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter.
- (c) **Travel and accommodation subject to availability.** Any travel and accommodation constituting part of a Prize (if applicable) are subject to booking availability, availability of select seat class with airlines or specific room category availability with accommodation partner. All costs associated with a travel Prize which are not specified to be included in the Prize, including but not limited to any transfer costs (including transport to and from the airport), meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion/s (if applicable).
- (d) **Travel insurance, visas and vaccinations.** The winner and any travelling companions (if applicable) are responsible for obtaining all necessary valid travel insurance, documents to travel to the relevant country (including a current passport and visas, if required) and any vaccinations. The winner should consult the Embassy or Consulate of that jurisdiction for up-to-date information to ensure they can obtain the required visa prior to travel, in order to accept the Prize. If the winner and/or their companion is unable to obtain a relevant visa or travel document, and/or is refused entry into the relevant country, the winner may forfeit the Prize, in the sole and absolute discretion of the Promoter.
- (e) **Cancellation, changes, delays, rescheduling etc.** The Promoter is not responsible for any cancellation, changes, delay or rescheduling of events, travel, activities and flights and any costs incurred as a result (including, without limitation,



accommodation costs) will be the sole responsibility of the winner and its companions. In the event that one or more event or activity is no longer available, the remainder of the prize shall constitute the complete and total Prize.

- (f) **Organising travel and transfers.** Unless otherwise specified in the Prize section above, it is the winner's responsibility to organise transport to/from the airport departure/return point.
- (g) **Third party terms and conditions.** Redeeming the prize and any tickets, passes or vouchers issued as part of the Prize is conditional on acceptance of terms and conditions as detailed by the Promoter, any prize providers and the airline carriers in accordance with normal travel practices.
- (h) **Credit card and expenses.** The winner and/or their companions must have a valid credit card. Any spending money, meals, additional activities and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize section above are the responsibility of the winner and his/her nominated companion (if any) as incurred.
- (i) **Amendments and alterations to travel.** Regarding travel, the Prize cannot be amended or altered. If, in the Promoter's sole and absolute discretion, an amendment or alteration to the travel booking is permitted, the winner is responsible for any amendments fees issued by airlines or other prize suppliers as a result of an action of the winner and/or their companion, once booking is confirmed and ticketed.
- (j) **Travel components taken together.** The prize winner and their companion must travel together and participate in the Prize together at all times. All components of the travel Prize must be taken together and when offered or are forfeited. Any element of the Prize not taken will be deemed to be forfeited.
- (k) **Missed flights, etc.** If the winner and/or their companions miss any of the arranged flights or any other travel component, the winner will forfeit the Prize (at the Promoter's sole and absolute discretion).

If the Prize includes any international travel, the following terms and conditions will also apply (where applicable):

- (l) **Valid and current passport.** The winner and their companion (if any) must hold a passport (which is current and valid at the time of entering the Promotion) with at least six (6) months validity from the travel date of the Prize. The winner and their companion must provide a copy of their passports at the time of winning to verify the validity. If the winner and/or their companion do not supply their passports as requested, the winner will forfeit the Prize as determined by the Promoter in the Promoter's absolute and sole discretion.
- (m) **Mobile phone.** Winners must have a mobile phone with them at all times during their participation in the Prize, and they must be able to make and receive calls while in overseas locations via global roaming. All costs of the winner's mobile phone will be the responsibility of the winner. The Promoter takes no responsibility for any additional costs associated with a winner taking or using a mobile phone during the Prize, including but not limited to all call, data and roaming charges.
- (n) **Comply with reasonable directions.** The prize winner and their companions must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the Prize, including all directions in relation to health, age, behaviour, safety and legal and responsible consumption of alcohol. No compensation will be payable if the winner and/or their companions are unable to use any element of the Prize as stated for whatever reason, including refusal of entry or departure into or out of the relevant country

or participation in any other activities for health, age, behaviour or safety reasons. If the winner or their companions fails to participate in the Prize in the manner required, as stated in this condition and/or in the reasonable opinion of the Promoter or any prize supplier, the balance of the Prize will be forfeited with no compensation payable.

13 Vehicle Prize

- (a) If the Prize includes any vehicle (**Vehicle**), including a motor vehicle/motorcycle/motor scooter/boat or any other vehicle, the Prize does not include any insurance or accessories not specified. The prize winner must provide all information and sign all documentation necessary to enable the Promoter or prize supplier to register the Vehicle in the name of the prize winner prior to collection. To be eligible to claim the Vehicle, the prize winner must be capable of obtaining registration of the Vehicle in his or her name in accordance with any applicable legislation in the Eligible States and Territories in which the Vehicle is collected.
- (b) If the prize winner is, through any legal incapacity or otherwise, unable to register the Vehicle in his or her name then he or she may assign the Vehicle to another person with legal capacity for the purpose of registration of the Vehicle.

14 Events and Meet & Greets

- (a) If the Prize involves the winner and any companions (if applicable) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companions, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.
- (b) If the Prize involves the winner and any companions (if applicable) attending an event, meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companions, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

15 Vouchers and Tickets

- (a) If the Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.
- (b) If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

16 Publicity

- (a) Entrants must, at the Promoter's request, participate in all promotional and publicity activity in connection with this Promotion or the winning of any Prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition.
- (b) An entrant consents to the Promoter, its promotional partners, prize suppliers and its related bodies corporate using the entrant's name, likeness, entry, image and/or voice in any media for an unlimited period of time without further notification, remuneration or compensation for any purpose in connection with the Promotion.

17 Notification and Publication of Winners

The winner/s will be notified and their name and state of residence will be published as stated in the Notification of and Publication of Winners section of the Schedule.



18 Prize Claim Date and Unclaimed Prize Draw

- (a) If any Prize is not claimed by the Prize Claim Date, the Promoter reserves the right to conduct further draws to determine a winner for that Prize as stated in the Unclaimed Prize Draw section of the Schedule.
- (b) If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Eligible States and Territories, if required. If no details are specified in the Unclaimed Prize Draw section of Schedule, any unclaimed Prize (or part thereof) will be distributed at the Promoter's discretion.

19 Risks, Health, Criminal History and Safety

- (a) The winner and their companions must be in good health and must not have any pre-existing medical conditions that would prohibit them from flying, using and participating in the Promotion, Challenge or Prize (where applicable). The prize winner and their companions must declare to the Promoter and/or any Prize supplier any health-related issues that may affect their safe participation in any part of the Promotion, Challenge or Prize (where applicable) and obtain a written clearance from their doctor in this respect.
- (b) The winner and their companion may be required to attend, undergo and pass any appropriate training, briefings, safety demonstrations, requisite medical tests and other requirements of the Promoter and any partnering clients as determined by them in their absolute discretion.
- (c) Entrants acknowledge that there may be inherent risks in some aspects of the Promotion, including without limitation any Challenge involved in this Promotion or the Prize, and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.
- (d) In order to participate in this Promotion, any Challenge and/or the activities which may be awarded as part of the Prize, the winner (and their companion/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity.
- (e) It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion, any Challenge and/or undertake the activities awarded as part of the Prize.
- (f) The Promoter (upon consultation with any relevant qualified person) reserves the right to deem that an entrant/winner (or their companion/s, as applicable) is not sufficiently healthy or fit for the purposes of the Promotion, Challenge or Prize (where applicable). The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.
- (g) The prize winner and a companion consent to the Promoter conducting a criminal record check prior to their participation in the Prize. The Promoter may, in its sole and absolute discretion, refuse the prize winner and/or their companion's participation in the Prize, if the prize winner and/or their companion have a criminal record or any criminal charges pending. In these circumstances, the prize winner and/or their companions will forfeit all claims in relation to the Prize.

20 Disqualification

- (a) **Compliance with Terms of Entry.** If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
- (b) **Behaviour.** The Promoter reserves the right to disqualify the winner or their companions, prohibit the winner's or their companions' participation in the Prize (or part thereof), or otherwise cease to provide any prize benefit to the winner or their companions, if:
 - (i) the winner or their companions act in a way, or cause material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law or the rules (if any), to diminish the good name or reputation of any prize supplier and/or the Promoter, its products and/or services or any of its related bodies corporate, or is otherwise not in keeping with the spirit of the Promotion;
 - (ii) it reasonably believes the winner or their companions pose a safety risk or for any other reason; and (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous including for reasons of health, age, behaviour or safety reasons; or
 - (iii) the winner and/or its companions are under the influence of drugs or alcohol.
- (c) **Tampering.** The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- (d) For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this **Clause 20**. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation will be payable if the winner or their companion are unable to use any element of the Prize for whatever reason.

21 Indemnity Form

If requested by the Promoter, any entrant and companions (where applicable) must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a Prize. Failure to do so means the Promoter may deem that entry invalid.

22 Exclusion of Liability

- (a) The Promoter, its promotional partners, prize supplier and their related bodies corporate will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable



by law).

- (b) Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- (c) The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- (d) The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

23 Australian Consumer Laws

The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

24 Conduct of Promotion

- (a) **Unforeseen Events.** If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize, subject to the approval of the relevant authorities in each Eligible States and Territories.
- (b) **Amendment of Promotion.** Without limiting any other paragraph, the Promoter may at its sole discretion amend any

aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in the Eligible States and Territories, if required.

- (c) **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- (d) **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of this Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

25 Personal Information

- (a) **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at www.novaentertainment.com.au/privacy.
- (b) **Collection Statements.** By entering and participating in the Promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the relevant collection statement notified to the entrant at the time of entering the Promotion.
- (c) **Third Party Personal Information.** Each entrant must ensure that any other person whose personal 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 their 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.

Personal Information means, for the purpose of the *Privacy Act 1988 (Cth)* as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*, information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Last updated: 5 July 2018