

# TELSTRA'S 5 RINGS TO WIN COMPETITION TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 The following terms and conditions apply for Telstra's Rings of Gold competition ("the Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be collected from the 2DayFM reception desk at Level 15, 50 Goulburn Street, Sydney and can be downloaded from [www.2dayfm.com.au](http://www.2dayfm.com.au) ("the Website").

## 2. PROMOTER

- 2.1 The promoter is Telstra Corporation Limited (ABN 33 051 775 556) of 2/400 George Street Sydney NSW 2000 ("the Promoter").
- 2.2 The Competition will be conducted on behalf of the Promoter by Austereo Pty Ltd through its 2DayFM radio station as the Promoter's authorised agent ("the Agent").

## 3. DURATION

- 3.1 Registrations to enter the Competition will be open from 9am Sunday 20 July 2008 until 10pm Thursday 24 July 2008 inclusive ("the Registration Period").
- 3.2 Prize draws for the Competition will take place between 9am and 7pm inclusive on Monday 21 July 2008 to Friday 25 July 2008 inclusive ("the Contesting Period").

## 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW who are aged 18 years or over.
- 4.2 Directors, management and employees of the Promoter, the Agent and their related bodies corporate and their immediate families are ineligible to enter. Directors, management and employees of all associated sponsors and participating companies and their immediate families are also ineligible to enter.

## 5. METHOD OF ENTRY

- 5.1 To enter the Competition, a person must, during the Registration Period, register their details on the Website and the details of four friends or relatives who are residents of NSW and are aged 18 years or over ("the Nominated Friends").
- 5.2 By entering the Competition, each entrant warrants that:
  - (a) they have the consent of each of the Nominated Friends to register their details on the Website; and
  - (b) each of the Nominated Friends understand, and agree to be bound by, these Competition terms and conditions; and
  - (c) each of the Nominated Friends are available and willing to participate in the Competition during the Contesting Period; and
  - (d) each Nominated Friend is aged 18 years or over.
- 5.3 No person may enter this Competition more than once and persons may not enter or participate in it on behalf of any third party.
- 5.4 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and receiving a prize.
- 5.5 All entrants acknowledge that the Promoter or the Agent may rely on clauses 5.3 and 5.4 even after the Promoter or the Agent has awarded or appeared to have awarded a 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.

## **6. DRAWS**

6.1 Twenty random electronic prize draws will take place at the Agent's premises at Level 15, 50 Goulburn Street, Sydney 2000 ("Draw Location") at various times during the Contesting Period.

6.2 The first eligible entrant drawn in each prize draw from all eligible entries received will be called by 2DayFM ("the Drawn Entrant"). If the Drawn Entrant answers their phone, they will win the following prizes:

1 x Samsung A561 valued at maximum of \$589; and  
\$500 cash (awarded in the form of a cheque made out in the name of the winner).

6.3 Subject to State regulations, in the event that the Promoter becomes aware that a Drawn Entrant has been selected as a Drawn Entrant in a previous draw, the Promoter will cause another name to be drawn/selected in their place.

6.4 If the Drawn Entrant does not answer their phone, another entrant will be drawn/selected in their place.

6.5 If the Drawn Entrant answers their phone, 2DayFM will then call one of their Nominated Friends. The Nominated Friend that 2DayFM calls will need to answer their phone in a certain amount of rings in order to win a prize as follows:

If the Nominated Friend answers their phone within:

(a) one ring (in the opinion of the Agent) they will win the following prizes:

1 x Samsung A561 valued at maximum of \$589; and  
\$500 cash (awarded in the form of a cheque made out in the name of the Nominated Friend);

(b) two rings (in the opinion of the Agent) they will win the following prizes:

1 x Samsung A561 valued at maximum of \$589; and  
\$400 cash (awarded in the form of a cheque made out in the name of the Nominated Friend);

(c) three rings (in the opinion of the Agent) they will win the following prizes:

1 x Samsung A561 valued at maximum of \$589 and  
\$300 cash (awarded in the form of a cheque made out in the name of the Nominated Friend);

(d) four rings (in the opinion of the Agent) they will win the following prizes:

1 x Samsung A561 valued at maximum of \$589; and  
\$200 cash (awarded in the form of a cheque made out in the name of the Nominated Friend);

(e) five rings (in the opinion of the Agent) they will win the following prizes

1 x Samsung A561 valued at maximum of \$589; and  
\$100 cash (awarded in the form of a cheque made out in the name of the Nominated Friend).

If the Nominated Friend's phone rings for 6 or more rings (in the opinion of the Agent) without being answered by the Nominated Friend, diverts to a voicemail, cuts out, is turned off or is answered by someone other than the Nominated Friend – the Nominated Friend will not win a prize.

## **7. NOTIFICATION**

Prize winners will be notified on air on 2DayFM at the time of winning by telephone and then by post. Details of prize winners will be published in The Australian on Wednesday 30 July 2008.

## **8. UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months of the relevant draw will be forfeited subject to State regulations. In the event of any prize not being accepted or claimed within 3 months of the relevant draw, the relevant prize winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws at **[10:00am]** on 26 October 2008 at the Draw Location as are necessary to distribute the prize, subject to any written directions given by any relevant gaming authority. In the event of any winners, they will be notified on air on 2DayFM at the time of winning by telephone and then by post, and their details will be published in The Australian on Wednesday 29 October 2008.

**9. PRIZES**

9.1 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 and the Agent take no responsibility for any variation in the value of the prizes.

9.2 The total maximum prize value for the Competition is **\$43560**.

**10. PRIZE CONDITIONS**

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

10.2 The phone awarded as part of the prize will not be registered to a specific network and it is the responsibility of the prize winner to register the phone to a participating phone network after it has been received. All costs associated with winning the prize (including but not limited to carrier transfer costs, call costs, data costs, insurance and any other ongoing costs) is the sole responsibility of the prize winner.

10.3 All prizes are subject to availability, and are not transferable or negotiable.

10.4 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 prize winner and cash will not be awarded in lieu of that prize or any part of it.

**11. PRIZE COLLECTION**

11.1 Prize winners may be required to collect their prize from 2DayFM reception, at the Draw Location. The Promoter and the Agent reserve the right to request prize winners to provide proof of identity, proof of residency and/or proof of entry validity 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 prize winner cannot provide suitable proof, the prize winner will forfeit the prize in whole and no substitute will be offered.

11.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

**12. PRIZE AVAILABILITY**

12.1 The Promoter and the Agent 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.

12.2 The Promoter and the Agent will not be responsible for any changes in times or dates, or cancellations or rescheduling of events, that may prevent the prize winner from claiming or using the prize or any part of it.

**13. TAXES**

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

**14. PUBLICITY MATERIALS**

- 14.1 It is a condition of entry that the Promoter and the Agent have the right to publicise the names, characters, likenesses or voices of any entrants and their Nominated Friends for any promotion or matter incidental to the Competition.
- 14.2 Entrants and their Nominated Friends consent to their entries being read out on air, and to their telephone and other conversations with the Agent being broadcast on air.
- 14.3 Entrants and their Nominated Friends may be required by the Promoter or the Agent to participate in photo, recording, video and/or film session(s) (the "Publicity Materials"), without requiring payment by the Promoter or further consent from the entrant or the Nominated Friend. Entrants and their Nominated Friends acknowledge that the Promoter and the Agent have the right to use the Publicity Materials in any medium (including, without limitation, the internet) and in any reasonable manner they see fit, unless that entrant or Nominated Friend advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants and their Nominated Friends also acknowledge that the Publicity Materials may be provided to the prize provider or the Agent for the purposes of promotional display.

**15. COPYRIGHT**

By entering this Competition all entrants:

- assign to the Promoter and the Agent all rights including present and future copyright in their entry and the Publicity Materials in all media (including, without limitation, the internet), whether in existence now or created in the future;
- 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, the Agent or their assigns, licensees or successors in title; and
- undertake to the Promoter that their entry is not in breach of any third party intellectual property or privacy rights.

**16. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Promoter and the Agent against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition 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.

**17. TAMPERING AND OTHER MATTERS**

- 17.1 If for any reason this Competition 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 and the Agent which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter and the Agent reserve the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.
- 17.2 The Promoter and the Agent accept no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter or the Agent due to technical disruptions, network congestion or any other reason.
- 17.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.
- 17.4 Entries which the Promoter or the Agent considers to be inaudible, incomplete, inaccurate, false or incomprehensible will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter or the Agent includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

17.5 Should an entrant's contact details change during the Competition 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.

17.6 Any entrant who, in the opinion of the Promoter or the Agent, does not properly comply with the entry process or these terms and conditions, will be ineligible to win.

**18. LINE DROP OUT**

If, in the course of a telephone call related to participation or entry in the Competition, the telephone line drops out or breaks up, the Agent may proceed to another caller. In such event, the Promoter and/or the Agent will not be responsible for the awarding of any prize to the caller whose line dropped out or broke up.

**19. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Competition will be the sole and absolute responsibility of each entrant.

**20. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Competition or receiving 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.

**21. TERMINATION OF COMPETITION**

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any entrant or other person. The Promoter will not award any prizes if the Competition is terminated.

**22. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according to 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**

All entries become the property of the Promoter. By entering this Competition, entrants and their Nominated Friends understand and agree that the Promoter and the Agent may use and disclose the information provided by them on the terms and for the purposes (including marketing) set out in their respective Privacy Statements, as if they were a customer of the Promoter or the Agent. The Promoter's Privacy Statement is available at [www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html) or by calling 1800 039 059. The Agent's Privacy Statement is available at the Website.

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