

ROCHFORD WINES

COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

The following terms and conditions apply for the **Rochford Wines** 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.

2. PROMOTER

The promoter is **Fox FM (ABN - 85 007 914 641)** of **257 Clarendon Street, South Melbourne, Victoria 3025** (the "Promoter").

3. DURATION

3.1 Registrations will be taken between 9am **Thursday 2nd April, 2009** and **8:59am Friday 10th April, 2009** ("Registration Period"). The Promoter reserves the right to extend the Registration Period at its own discretion.

4. ELIGIBILITY

4.1 Entry is available to permanent residents of **VIC aged 18 years and over**.

4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all agents, associated sponsors and participating companies are also ineligible to enter.

4.3 Entrants warrant that they are entering this Competition in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

5. METHOD OF ENTRY

5.1 To enter:

(a) Fox FM listeners will be asked to log onto the station website (www.fox.com.au) and click through to the "Win" section of the site where they then click through to the dedicated Rochford Wines competition page.

(b) Register their details on the Rochford Wines page including their name, address, contact number, email address, and age.

5.2 Inaudible, incomplete or incomprehensible 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.

5.3 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/or redeeming a prize.

5.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.

5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 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.

5.6 Should an entrant's contact details change during the promotional 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.

6. Judging

- 6.1 The Judging will take place on **Friday 10th April, 2009** at Fox FM of **257 Clarendon Street, South Melbourne VIC, 3152 of**. The 100 most creative and interesting entries judged will win the prizes on offer. There is no element of chance.
- 6.2 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.

7. PRIZE(S)

- 7.1 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.
- 7.2 There are one hundred (**100**) prizes to be won. The prizes will consist of one (1) each of the following:

**1 x double pass to Live at Rochford
Easter Sunday 12th April, 2009**

**Value of each prize: \$89.00 (x100)
Total value of prizes: \$8,900.00**

8. PRIZE CONDITIONS

- 8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 8.2 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 above, will be at each winner's and (if applicable) their accompanying guest's cost.
- 8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates and at any locations 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.
- 8.4 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.
- 8.5 No BYO alcohol or soft drink.

9. NOTIFICATION

All prize winner(s) will be notified by Email and / or by post.

10. PRIZE COLLECTION

- 10.1 Prize winners will be required to collect tickets from the gate on the day of the event. Photo ID will be required and event organisers will mark the winners name off against a 'door list'. 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.
- 10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 10.3 Entrants proposing to redeem prizes involving or participate in the Competition where it involves, travel, stunts or challenges may at the absolute discretion of the Promoter first be required to:

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

11. **PRIZE AVAILABILITY**

- 11.1 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.
- 11.2 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.

12. **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.

13. **UNCLAIMED PRIZES**

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

14. **PUBLICITY MATERIALS**

- 14.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 14.2 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.
- 14.3 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 Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

15. **COPYRIGHT**

By entering this Competition all entrants:

- 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;
- 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
- undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

16. **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 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.

16.1 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are: Males: up to 6 standard drinks on any one day, no more than three days per week; and Females: up to 4 standard drinks on any one day, no more than three days a week. A full version of the Guidelines are available at <http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guidelines>.

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 which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves 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 or any draw/s related to the Competition.

17.2 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.

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.

18. LINE DROP OUT AND INABILITY TO CONTACT

18.2 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 Competition (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.

19. LEAVE FOR PARTICIPATION

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

20. EXCLUSION OF PARTICIPANTS

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

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 contestant or other person. The Promoter will not award the prize 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 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 Competition will be entered into a database and used by the Promoter and, on its behalf, Austereo Pty Limited for the purpose of conducting this Competition. The personal information supplied by entrants when entering this

Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting www.fox.com.au for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database during the period of this Competition by contacting the Promoter or by sending an email to privacy@austereo.com.au, however once the period of the Competition has ceased all entrants seeking removal of their details from the database must contact the Promoter on **03 9252 1111**. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.