

FOX FM'S "SEXTRAS" PART 1 COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for Fox FM's "Sextras" Part 1 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 at the FOX FM reception desk at 180 St Kilda Rd, St Kilda 3182 and can be downloaded from www.fox.com.au ("the website").

2. PROMOTER

The promoter is **Austereo Pty Ltd** (ABN 85 007 914 641) trading as FOX FM of **180 St Kilda Rd, St Kilda 3182** (the "Promoter").

3. DURATION

- a) The Competition period will run from 6.00am Monday 19 May 2008 until 6.30pm Wednesday 4 June 2008 ("Competition Period"). The Promoter reserves the right to extend the competition period at its own discretion.
- b) Registrations will occur between 6.00am Monday 19 May 2008 and 4.00pm Friday 23 May 2008 inclusive ("Registration Period").
- c) Voting to determine the four (4) winners will occur between 6.00am Monday 26 May 2008 and 2.00pm Friday 30 May 2008 inclusive ("Voting Period")

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of Victoria 18 years and older.
- 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 associated sponsors and participating companies are also ineligible to enter.
- 4.3 A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize valued at \$10,000 or more in any competition run by the Promoter 6 months prior to their Entry in this Competition.

5. METHOD OF ENTRY

- 5.1 During the Registration Period the Promoter will solicit for listeners to register their details on the website. Listeners will be required to answer the following question in sixty (60) words or less "Why are you Australia's version of either Carrie/Miranda/Samantha/Charlotte from the Sex and the City series?" and they must also upload a photo of themselves ("Entry").
- 5.2 Please note that this is not a look-a-like Contest and that the Promoter may at its discretion post the first name and suburb of the entrant on the website with their photograph.
- 5.3 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 may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 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/or redeeming a prize.
- 5.5 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.

- 5.6 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.
- 5.7 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

- (a) During the Registration Period the Promoter will award the most original/humorous/imaginative Entries as they are received (at the Promoter's discretion) with a bonus prize.
- (b) The three (3) most original/humorous/imaginative Entries received (as judged by the Promoter) for each Sex and the City character will be selected as Finalists and posted on the website ("Finalist/s"). There will be 12 Finalists in total.
- (c) During the Voting Period the public will be encouraged to visit the website to vote for their favourite Finalist for each Sex and the City character.
- (d) The Promoter will reveal the four Finalists (representing each of the 4 main characters from Sex and the City) who have received the highest number of votes in their character category at 3pm on Friday 30 May 2008. There will be a total of four (4) "Minor Prize Winners".
- (e) The Minor Prize Winner who received the most votes out of the 4 Minor Prize Winners will be announced and awarded the major prize at 6.30pm on Wednesday 4 June 2008 at the Preview Screening of the Sex and the City movie at a location yet to be determined.

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 a maximum of four (4) minor prizes to be won. Each prize will consist of one (1) each of the following:
- o 1x style makeover including hair, make-up and a new outfit to the value of \$1,250.
 - o 1x Gold Class Sex and the City Pack valued at \$260 which includes:
 - o 2x Gold Class tickets to the preview screening of the Sex and the City movie
 - o Canapés and Cosmopolitan cocktails on arrival
 - o A main meal, dessert and a drink for each guest served during the movie
 - o A gift on arrival

Minors will not be permitted into Gold Class cinema.

Maximum value of minor prizes: \$1,510 x 4
Total maximum value of minor prizes: \$6,040

There is one (1) major prize to be won. The prize will consist of one (1) each of the following:

- o 2x return economy class airfares from Melbourne to Paris, France.
- o Return shuttle airport transfers
- o 5x nights in maximum 4* accommodation with Breakfast included daily
- o 2 x tickets to the Moulin Rouge with hotel pick up and drop off
- o 2x 1 day ticket to the Louvre Museum
- o \$AUD1,000 spending money

Flights must be taken within 12 months of claiming the prize, accommodation will be subject to availability.

Maximum value of major prize: \$10,000
Total maximum value of major prizes: \$10,000

There are also a maximum of twenty-five (25) bonus prizes to be won during the Registration Period. These prizes will be awarded to the best Entries as they are received (as judged by the Promoter according to Clause 6a). Each prize will consist of one (1) each of the following:

- o 1x double pass to a preview screening of the Sex and the City movie.

Maximum value of prizes: \$30 x 25
Total maximum value of prizes: \$750

Total value of all prizes: \$16,790

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. Accommodation is for room charges only.
- 8.3 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.
- 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 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).

9. NOTIFICATION

All prize winner(s) will be notified at the time of winning by telephone, in writing and then published in the Herald Sun on Wednesday 11 June 2008.

10. PRIZE COLLECTION

- 10.1 Prize winners will be required to collect their prize from FOX FM reception at 180 St Kilda Rd, St Kilda, VIC, 3182. 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;
- 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.

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.

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

18.1 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 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.

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.

222. 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.

323. 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.

424. PERSONAL INFORMATION AND PRIVACY

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 the website 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 by simply contacting the Promoter or by sending an email to privacy@austereo.com.au. 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.

525. OVERSEAS TRIP PRIZES

525.1 The prize does not include airport departure or government taxes, which must be paid by the winner and their accompanying traveller (where applicable).

525.2 Where the prize involves overseas travel, 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.

525.3 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.

525.4 Where a prize involves overseas travel, 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.

525.5 Where travel or other warnings apply to a country and/or countries the subject of a prize the Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller should any prize winner or their accompanying traveller not redeem a prize as a result of any such warning or advisory. 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 the subject of a prize and a prize winner and/or their accompanying traveller do not redeem their prize as a result.

LICENCE NUMBER

VIC PERMIT NUMBER: