

# SONY HITS & STARS WORLD TOUR COMPETITION TERMS AND CONDITIONS

## 1. **INTRODUCTION**

- 1.1 The following terms and conditions apply for the Sony Hits & Stars World Tour 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 reception desk of FOX FM of 257 Clarendon Street, South Melbourne, VIC 3205 and can be downloaded from [www.fox.com.au](http://www.fox.com.au) ("the website").

## 2. **PROMOTER**

The promoter is **Austereo Pty Ltd** (ABN 85 007 914 641) trading as **FOX FM** of 257 Clarendon Street, South Melbourne VIC 3205 (the "Promoter").

## 3. **DURATION**

- 3.1 Contesting will occur between 9.00am and 4.00pm weekdays from Monday 1 December 2008 until Friday 12 December 2008 inclusive ("Contesting Days"). The Promoter reserves the right to add additional Contesting Days at its own discretion.
- 3.2 The first major prize draw will take place on Friday 5 December 2008 ("Week One Major Prize Draw") and the second major prize draw will take place on Friday 12 December 2008 ("Week Two Major Prize Draw").

## 4. **ELIGIBILITY**

- 4.1 Entry is available to permanent residents of Victoria 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 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.
- 4.4 A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize valued at \$1,000 or more in any competition run by the Promoter 3 months prior to their entry in this Competition.

## 5. **METHOD OF ENTRY**

- 5.1 To enter:
  - (a) On the Contesting Days listeners will be asked to call 13 10 60 when they hear the cue to call. They will then take a random caller, at the discretion of the Promoter, and award the caller with a minor prize ("Minor Prize Winner/s"), plus the Minor Prize Winner will go into the relevant draw for the major prize.
  - (b) Only Minor Prize Winners who win between Monday 1 December 2008 and Friday 5 December 2008 will be eligible for the Week One Major Prize Draw, only Minor Prize Winners who win between Monday 8 December 2008 and Friday 12 December 2008 will be eligible for the Week Two Major Prize Draw.
- 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.
- 5.7 Call cost is no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones.

## **6. DRAW**

- 6.1 The Week One Major Prize Draw will take place at 3pm on Friday 5 December 2008 and the Week Two Major Prize Draw will take place at 3pm on Friday 12 December 2008. They will both take place at FOX FM, 257 Clarendon Street, South Melbourne VIC 3205. The draws will be manual random draws. The first Minor Prize Winner drawn will win the major prize.

## **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 40 minor prizes to be won. Each prize will consist of one (1) each of the following:

6 x CD's (to be determined at the Promoters discretion)	\$150
<b>Total value of minor prizes:</b>	<b>\$6,000</b>

- 7.2 There are 2 major prizes to be won. Each major prize winner will be able to choose one (1) each of the following options:

### **KINGS OF LEON IN NEW YORK**

- 2 x Return economy airfares from Melbourne to New York City, New York, USA in January or early February 2009
- 2 x concert tickets to Kings of Leon in Madison Square Garden, New York City (date TBC, but in January or early February 2009)
- Transfers from airport/hotel/airport (the major prize winner will be given \$224 AUS dollars to cover this)
- 3 x nights accommodation at a minimum 4 star property in New York City

The prize will be fulfilled between January and February 2009.

**MAXIMUM TOTAL: \$10, 458**

### **BRITNEY IN THE USA**

- 2 x Return economy airfares from Melbourne to the USA (exact city TBC)
- 2 x concert tickets to Britney Spears concert in the USA
- Transfers from airport/hotel/airport (the major prize winner will be given \$224 AUS dollars to cover this)
- 3 x nights accommodation at a minimum 4 star property in the USA

The prize will be fulfilled between March 2009 – August 2009.

**MAXIMUM TOTAL: \$8, 362**

### **BEYONCE IN THE USA**

- 2 x Return economy airfares from Melbourne to the USA (exact city TBC)
- 2 x concert tickets to Beyonce concert in the USA
- Transfers from airport/hotel/airport (the major prize winner will be given \$224 AUS dollars to cover this)
- 3 x nights accommodation at a minimum 4 star property in the USA

This prize will be fulfilled between March 2009 – August 2009.

**MAXIMUM TOTAL: \$8, 362**

### **PINK IN STOCKHOLM**

- 2 x Return economy airfares from Melbourne to Stockholm, Sweden
- 2 x concert tickets to the Pink concert at Hovet Globe  
Transfers from airport/hotel/airport (the major winner will be given \$224 AUS dollars to cover this)
- 3 x nights accommodation at a minimum 4 star property in Stockholm, Sweden

This prize will be fulfilled between February 2009 – May 2009.

**MAXIMUM TOTAL: \$8, 159**

### **RESTRICTIONS/NOTES**

- No artist meet & greets are provided in the prize
- All prices quoted are approximate and subject to availability.
- Concert ticket prices vary but maximum price is budgeted for.
- Hotels are subject to availability and if not available equivalent value 4 star accom will be provided
- We will notify the winner of the dates of travel at least 6 weeks prior to the dates of travel. The winner must be available to travel on the notified dates and must make their own arrangements to facilitate such travel (other than what is expressly provided for in these terms and conditions). If the winner is unable to travel on the notified dates then the winner forfeits the prize and no cash will be provided in lieu of the prize.

**Maximum value of major prizes:**

**\$10,458 x2**

**Total maximum value of major prizes:**

**\$20,916**

7.3 The maximum value of the total prize pool is \$26,916.

### **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 on air at the time of winning by telephone and then by post.

All major prize winners will be published in the Herald Sun on Wednesday 24 December 2008.

## **10. PRIZE COLLECTION**

- 10.1 Prize winners will be required to collect their prize from reception at **FOX FM** of 257 Clarendon Street, South Melbourne VIC 3205. 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.

**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**

18.1 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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](mailto: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.

## **26. OVERSEAS TRIP PRIZES**

- 26.1 The prize does not include airport departure or government taxes, which must be paid by the winner and their accompanying traveller (where applicable).
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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**

Victorian permit Number: 08/5537