

# MATT & JO'S 'YOU & YOUR STUPID COUCH' COMPETITION TERMS AND CONDITIONS

## 1. **INTRODUCTION**

- 1.1 The following terms and conditions apply for MATT & JO'S 'YOU & YOUR STUPID COUCH' 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 FOXFM (180 St Kilda Road, ST KILDA VIC 3182) and can be downloaded from [www.foxfm.com.au](http://www.foxfm.com.au) ("the website").

## 2. **PROMOTER**

The promoter is **FOX FM** of 180 St Kilda Road, St Kilda VIC 3182 (the "Promoter").

## 3. **DURATION**

- 3.1 Registrations will be taken from 6:00am Monday 18<sup>th</sup> August 2008 until 11:59pm Wednesday 27<sup>th</sup> August 2008. ("Registration Period").
- 3.2 Contesting will take place between 6:00am Monday 25<sup>th</sup> August 2008 and 9am Friday 29<sup>th</sup> August 2008 inclusive ("Contesting Period").

## 4. **ELIGIBILITY**

- 4.1 Entry is available to permanent residents of Victoria aged eighteen (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 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 To enter:

### REGISTRATION

- (a) During the Registration Period, listeners can enter the Competition by visiting the website and completing an online registration form including full name, residential address, suburb, postcode, daytime contact number, mobile, email address and age. Entrants will also be required to submit an answer, in 25 words or less, to a question as nominated by the Promoter ("Entry").
- (b) A maximum of four (4) Entries deemed the most creative/original/entertaining as determined by the Promoter will be selected during the Registration Period as finalists ("Finalist"), and will be invited to participate in the Contesting Period.

### CHALLENGE

- (c) Each Finalist will be issued with a different task ("Challenge") by the Promoter, which the Finalist must complete successfully in line with the Promoter's requirements and guidelines in order to be awarded a prize as outlined in Clauses 7.2 (a) and (b)
- (d) Challenges will consist of the following (however the Promoter reserves the right to change the Challenges):

- (i) **Kissing Challenge.**

The Finalist and their partner will have to camp out on their couch overnight (in their front yard or similar), and will have to kiss each other all night;

(ii) **Potato Peeling Challenge**

The Finalist must sit on their couch overnight (in their front yard or similar) and peel potatoes. The Finalist is allowed to ask one other person to accompany them on the couch and to assist with the peeling;

(iii) **Television Challenge**

The Finalist must camp out on their couch overnight (in their front yard or similar) and watch the same episode of a TV show over & over on repeat;

(iv) **Couch Challenge**

The Finalist must carry their two seater couch along a designated path until they reach Fox FM. The Finalist may also ask two friends to assist them with their challenge.

- (e) All Finalists will be issued with specific rules as to their Challenge and they must comply with these rules, otherwise they will not be successful in completing their Challenge.
  - (f) A Security Guard and a member or members from the Fox FM Integration team will be present while the Finalist undertakes the Challenge and as such will require access to the Finalist's property during the Challenge.
  - (g) To be eligible to participate, all Finalists must give permission for the Challenge to take place on their property if and when required. If the Finalist is not the owner of their property, they must obtain permission from the property owner/s prior to the Challenge commencing.
  - (h) If a Finalist fails to give, or obtain, permission for the Challenge to take place on their property when requested, the Finalist in question will forfeit their participation in the Contesting Period, and will no longer be eligible to win a prize. The Promoter reserves the right to select another Finalist in accordance with clause 5.1 (b).
  - (i) If the Promoter determines that a Finalist fails to successfully complete their Challenge, the Finalist in question will not be awarded with a prize.
  - (j) All entrants must be prepared for their couch to be outside during the Contesting Period.
- 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 Finalists will be selected in line with Clause 5.1b. Subject to clause 5.1 (h) a maximum of four (4) finalists will be selected throughout the Contesting Period.
- 6.2 Prizes will be awarded in line with Clause 5.1 (c).
- 6.3 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 four prizes to be won and they will be allocated as follows:
- (a) The Finalist who successful completes the Kissing Challenge, the Potato Peeling Challenge and the Television Challenge will win the following:
- 1x \$5,000 voucher to spend at Adriatic Furniture. Conditions apply as per Clause 8.6
- (b) The Finalist who successfully completes the Couch Challenge will win the following:
- 1 x \$10,000 voucher to spend at Adriatic Furniture. Conditions apply as per Clause 8.6

**Total maximum value of prize pool:           \$ 25,000**

## **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. If you require special dietary requirements we ask that you please bring along your own food.
- 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.
- 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).
- 8.6 Adriatic voucher must be redeemed by Wednesday 31<sup>st</sup> December 2008. Voucher must be used all at once. Voucher is not redeemable for cash, and no change will be issued. Voucher can be redeemed at any of the nine (9) Adriatic Furniture Victorian locations; Bridge Road, Richmond; Rosamond Road, Maribyrnong; Whitehorse Road, Nunawading; Settlement Road, Thomastown; Victor Crescent, Narre Warren; Bulla Road, Essendon; Princes Highway, Oakleigh; High Street, Epping; Melton Highway, Taylors Lakes.

## **9. NOTIFICATION**

All prize winner(s) will be notified on air at the time of winning by telephone.

#### **10. PRIZE COLLECTION**

- 10.1 Prize winners will be required to collect their prize from Fox FM Reception at Level 2, 180 St Kilda Road, St Kilda.. 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.

**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 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**

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.