

# LILY ALLEN

## COMPETITION TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 The following terms and conditions apply for the Hot30's "Lily Allen" 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 desks of 2DAY FM, FOX FM, B105, SAFM, 92.9, NXFM and FM 104.7 and can be downloaded from [www.hot30.com](http://www.hot30.com) ("the website").

### 2. PROMOTER

The promoters are, jointly and severally:

- (a) **Austereo Pty Ltd** (ABN 85 007 914 641) trading as **2DAY FM** of Level 15, 50 Goulburn Street SYDNEY NSW 2000, **FOXFM** of 257 Clarendon Street, South Melbourne VIC 3205, **B105** of 309 North Quay, Brisbane, QLD 4000, **SAFM** of 128 Greenhill Road, Unley, SA 5065;
- (b) **Consolidated Broadcasting System (WA) Pty Ltd** (ABN 17 008 670 460) trading as **92.9** of 450 Roberts Road, Subiaco, WA 6008;
- (c) **Radio Newcastle Pty Ltd** (ABN 57 000 225 525) trading as **NXFM** of 252 Pacific Highway Charlestown NSW 2290; and
- (d) **Canberra FM Radio Pty Ltd** (ABN 46 074 733 823) trading as **FM 104.7** of Bellenden Street, Gungahlin ACT 2912,

(the "Promoter").

### 3. DURATION

- 3.1 Registrations will be taken from 5.00pm (AEDST) on Friday 6<sup>th</sup> January 2009 until 5.00pm (AEDST) on Thursday 12<sup>th</sup> January 2009 ("Registration Period").
- 3.2 Contesting will occur between 7.00pm and 10.00pm (AEDST) weekdays from Monday 9<sup>th</sup> February 2009 until Friday 13<sup>th</sup> February 2009 inclusive ("Contesting Days"). The Promoter reserves the right to extend the Registration Period or the Contesting Days at its own discretion.

### 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW/VIC/QLD/SA/ACT and WA.
- 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 \$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:

- (a) During the Registration Period, the Hot30 Countdown will invite listeners to enter the Competition by completing the online registration form on the website and answer in twenty-five (25) words or less "Why do you believe you are Lily Allen's biggest fan?" (the "Entry").
- (b) When completing the Entry, all entrants must provide sufficient and correct contact information to enable the Hot30 to contact them.
- 5.2 Inaudible, incorrect, false, 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 Competition 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 Competition period or prior to the date of judging, 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 Hot30 team will judge Entries from those received and select a maximum of ten (10) registered entrants per Contesting Day based on the originality and creativity of their Entries ("the Daily Contestants"). The Hot30 team will call the Daily Contestants on that Contesting Day to ask them to be available to participate in the contesting that night between 7.00pm and 10.00pm (AEDST). Should the Daily Contestant be unable or unavailable to participate in the contesting, the Hot30 team will select another entrant to take part in the contesting on that Contesting Day.
- 6.2 The Competition will take place as follows:
  - (a) The announcers will contact the Daily Contestants on their nominated telephone numbers in the order they ranked in the judging process (the Promoter reserves full discretion to substitute other persons for play if for any reason they are unable to contact the initially nominated Daily Contestant/s for whatever reason). Daily Contestant/s will not be contacted by the Promoter should the prize be won ahead of their turn.
  - (b) On each Contesting Day the Hot30 will have the Daily Contestant on the telephone and link them up to a friend/ associate/ family member etc. The Daily Contestant will need to launch into a fight with the person on the other end of the line and will need to start the fight with the words "It's not me it's you" and then continue with the fight. Based on the entertainment value and originality of the call, and at the Promoters discretion, the call that goes to air will win the nightly prize ("Prize Winner") and go into the draw to win the major prize. No other Daily Contestant will win a prize.
  - (c) All Minor Prize Winners will go into the running to win a major prize. All Entries submitted by Minor Prize Winners via the website will be judged by the Promoter and the most original/creative/humorous Entry (at the Promoters discretion) will be awarded the major prize (the "Major Prize Winner").

## **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 five (5) minor prizes to be won. Each prize will consist of one each of the following:



SA FM – 128 Greenhill Rd, Unley SA 5061

92.9 – 450 Roberts Road, Subiaco WA 6008

NX FM – 252 Pacific Hwy, Charlestown NSW 2290

104.7 – Bellenden St, Gungahlin ACT 2912

The Promoter reserves the right to request prize 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 prize winner. Prize 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 an entrant, Daily Contestant or prize 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 entrant, Daily Contestant or prize winner's behalf) that person will be disqualified and a replacement entrant, Daily Contestant or prize 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 entrant or person entering the Competition.

**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. **MINORS**

If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.

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 entrant 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 to 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.