

# FOX ACCESS ALL AREAS COMPETITION TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 The following terms and conditions apply for The Today Network's "Access All Areas" 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 2DAYFM (Level 15, 50 Goulburn St, Sydney 2000), FOXFM (180 St Kilda Road, ST KILDA VIC 3182), B105 (309 North Quay, Brisbane, QLD 4000), SAFM (128 Green Hill Road, Unley, SA 5065) and 92.9 (450 Roberts Road, Subiaco, WA 6008) (each a "participating radio station"), and can be downloaded from [www.2dayfm.com.au](http://www.2dayfm.com.au), [www.b105.com.au](http://www.b105.com.au), [www.foxfm.com.au](http://www.foxfm.com.au), [www.safm.com.au](http://www.safm.com.au) and [www.929.com.au](http://www.929.com.au).

## 2. PROMOTER

The promoters are, jointly and severally, **Austereo Pty Ltd** (ABN 85 007 914 641) trading as 2Day FM, Fox FM, B105 FM, SAFM and **Consolidated Broadcasting System (WA) Pty Ltd** (ABN 17 008 670 460) trading as 92.9 (the "Promoter").

## 3. DURATION

- 3.1 Contesting will occur between 9am (local time in each state) on Monday 11 August 2008 to 4pm (AEST) on Friday 22 August 2008 inclusive ("Contesting Period"). The Promoter reserves the right to extend the Contesting Period at its own discretion.

## 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW, VIC, QLD, SA and WA aged 21 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 To enter:

- (a) During the Contesting Period the Promoter will contest up to three (3) times each day on each of the participating radio stations.
- (b) The on-air announcers will play an audio grab of a "Celebrity" who is hanging out backstage at the American Music Awards (AMA). The on-air announcers on each participating radio station will then invite listeners to SMS the name of the Celebrity to their participating radio station when they hear the cue to SMS ("Contesting Segment") on the numbers outlined below ("Entry"). The Promoter will determine, at its absolute discretion, the opening and closing times for Entries to be received during the Contesting Segment. A different audio grab of a different Celebrity will be played during each Contesting Segment.

The numbers to which entrants will be required to SMS their Entry are as follows:

- (i) Melbourne: Entrants from the Melbourne *metropolitan telephone exchange area* must SMS **1 999 1019**.
- (ii) Sydney: Entrants from the Sydney *metropolitan telephone exchange area* must SMS **1 999 1041**

- (iii) Brisbane: Entrants from the Brisbane *metropolitan telephone exchange area* must SMS **1 99 22 105**
- (iv) Adelaide: Entrants from the Adelaide *metropolitan telephone exchange area* must SMS **1 999 1071**
- (v) Perth: Entrants from the Perth *metropolitan telephone exchange area* SMS **19 929 929**

(c) The on-air announcers may choose to replay the audio grab of the Celebrity throughout the Contesting Segment at their own discretion.

(d) The first randomly selected Entry (as drawn by the on-air announcer of each participating station at the conclusion of each Contesting Segment) who has correctly identified the name of the Celebrity (as determined by the Promoter) will be awarded a minor prize and will be placed in the major prize draw ("Minor Prize Winners").

(e) All Minor Prize Winners from all participating radio stations will be placed in the draw to win the major prize.

(f) The Promoter, at its discretion, may provide hints and clues to listeners 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 Competition Period or before the prize draw, 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 Each SMS is charged at 55 cents. To enter, entrants will need an SMS compatible mobile phone connected to a service provider that permits text messaging to the abovementioned premium SMS number. It is recommended that entrants check with their individual service provider in this regard.

## **DRAW**

6.1 Minor prizes will be awarded in accordance with clause 5.1. They will be manual random draws that will take place at the participating radio stations premises during the Contesting Period.

### **6.2 Major Prize Draw**

The major prize draw will take place at 5.00pm (AEST) on Friday 22 August 2008 at Fox FM of 180 St Kilda Road, St Kilda VIC 3182. The draw will be an electronic random draw. The first Minor Prize Winner drawn will win the major prize.

6.2 The Major Prize Winner will be announced in:

a) NSW in the Kyle & Jackie O Breakfast Show between 6.00am and 9.00am (AEST) on Monday 25 August, 2008; and

b) VIC, QLD, SA & WA in the Kyle and Jackie O Hour of Power between 6.00pm and 7.00pm on Monday 25 August, 2008

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 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 **Minor prizes:**

(a) There are a maximum of thirty (30) minor prizes to be won on each participating radio station.

Each minor prize will consist of either one (1) of the following (depending on your winning station):

**NSW**

- 1x Apple iPod Shuffle & iTunes voucher
- 1x Ticketek gift voucher
- 1x Westfield shopping voucher
- 1x dinner voucher

**Maximum value of each minor prize  
in New South Wales**

**\$200 x 30**

**VIC**

- 1x Apple iPod Nano
- 1x \$200 Ticketek gift voucher
- 1x \$200 Westfield shopping voucher
- 1x overnight accommodation for two people at Sofitel Collins Street, Melbourne
- 1x \$200 gift voucher to Aurora Spa Retreat
- 1x \$200 Village Cinemas gift voucher

**Maximum value of each minor prize  
in Victoria**

**\$200 x 30**

**QLD**

- Double Pass to Village Gold Class Cinemas
- \$100 Westfield shopping voucher
- \$100 Chalk Hotel gift voucher
- \$100 Spa Retreat Vouchers

**Maximum value of each minor prize  
in Queensland**

**\$100 x 30**

**SA**

- 1x ten (10) visit pass for Next Generation Gym
- 1xThosona Wellness Clinic gift voucher
- 1x Double pass to Village Gold Class cinemas plus \$30 food and beverage voucher
- 1x night's accommodation at Glenelg Pier
- 1x Family pass to Port Power VS Collingwood AFL match
- 1x \$100 Lion Hotel dinner voucher

**Maximum value of each minor prize  
in South Australia**

**\$100 x 30**

**WA**

- Personal training session at one of Perth's most exclusive gyms

- A romantic night away for two people in Perth
- 4x tickets to La Premiere cinemas
- Westfield shopping voucher
- Wotif voucher
- Day Spa voucher
- Ticketek gift voucher
- iPod Shuffle

**Maximum value of each minor prize  
in Western Australia**

**\$100 x 30**

**TOTAL MAXIMUM VALUE OF ALL MINOR PRIZES:**

**\$21,000**

### 7.3 Major Prize:

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

- 2 x return economy airfares (including all taxes) from an Australian major capital city nearest to the prize winner to Los Angeles, USA.
- All airport transfers.
- 4x nights at minimum 4\* accommodation , twin share
- 2x tickets to the 36<sup>th</sup> Annual American Music Awards (AMA)
- 2x tickets to the official AMA after party
- Limousine transportation to the AMAs
- Backstage tour during the show
- Access to the dress rehearsal the day before the show
- Meet and greet with AMA show producer (subject to availability)
- 1x Dinner for two (2) people at high-end restaurant
- 24 hour travel concierge

All other costs including but not limited to travel insurance, spending money and food will be at the expense of the major prize winner and will not be covered by the Promoter.

The prize winner must comply with all relevant laws and regulations of the United States of America including, but not limited to, the legal drinking age.

**Maximum value of major prize:                   \$27,000**

**Total maximum value of ALL prizes:           \$48,000**

## 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.
- 8.3 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.
- 8.4 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.
- 8.5 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 prize winner and cash will not be awarded in lieu of that prize or any part of it.
- 8.6 It will be each prize 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 post with the major winner published in The Australian on Wednesday 27 August 2008.

**10. PRIZE COLLECTION**

- 10.1 Minor prize winners will be contacted by the Promoter and required to collect their prize from their closest participating radio station's reception as determined by the Promoter at:

Sydney: 2DAY FM of Level 15, 50 Goulburn Street Sydney NSW 2000;

Melbourne: FOX FM of 180 St Kilda Road, ST KILDA VIC 3182;

Brisbane: B105 FM of William Jolly Place, 309 North Quay, BRISBANE QLD 4006;

Adelaide: SAFM of 128 Greenhill Road, UNLEY SA 5061; or

Perth: 92.9 of 450 Roberts Road, SUBIACO WA 6008

The major prize winner will be contacted by the Promoter and will be provided with instructions and details on how to claim the prize.

- 10.2 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 prize winner cannot provide suitable proof, the prize winner will forfeit the prize in whole and no substitute will be offered.

- 10.3 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

- 10.4 Entrants proposing to redeem prizes involving or participate in the Competition where it involves, travel, stunts or challenges will at the absolute discretion of the Promoter first be required to:

(a) 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.

They may also be required at the absolute discretion of the Promoter be required to:

(b) 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.

**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:

- (a) 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;
- (b) 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;
- (c) 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 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 or prize winner's behalf) that person will be disqualified

and a replacement entrant 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.

**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 entrant 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 entrant.

**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.

**25. OVERSEAS TRIP PRIZES**

- 25.1 The prize does not include airport departure or government taxes, which must be paid by the winner and their accompanying traveller (where applicable).
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

**PERMIT NUMBER**

Victorian Permit Number: 08/3516

New South Wales Permit Number: **08/07874**

South Australian Permit Number: T084/3108