

# SPORTEMBER

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 The following terms and conditions apply for Triple M's Sportember (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 Triple M at 309 North Quay, Brisbane and can be downloaded from [www.triplem.com.au](http://www.triplem.com.au) ("the website").

### 2. PROMOTER

The promoter is **Austereo Pty Ltd** (ABN 85 007 914 641) trading as Triple M of 309 North Quay, Brisbane (the "Promoter").

### 3. DURATION

- 3.1 Contesting will occur between 10:00am and 4.00pm during the following date periods:

- (a) from Monday 1<sup>st</sup> September 2008 until Friday 5<sup>th</sup> September 2008;
- (b) from Monday 8<sup>th</sup> September 2008 until Friday 12<sup>th</sup> September 2008;
- (c) from Monday 15<sup>th</sup> September 2008 until Friday 19<sup>th</sup> September 2008; and
- (d) from Monday 22<sup>nd</sup> September 2008 until Friday 26<sup>th</sup> September 2008,

referred to as the "Contesting Day/s".

### 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of Queensland aged 18 years or 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:

- (a) At various times, at the Promoter's discretion, on each Contesting Day, the Promoter will announce a 'Winning Song'. The Triple M on-air announcer will then invite listeners to call 13 33 53 when the 'Winning Song' is played in its entirety ("Competition segment").
- (b) The opening and closing times for the receipt of entries during each Competition segment will be at the discretion of the Promoter
- (c) A random caller selected by the Promoter after the Winning Song has been played in its entirety will be awarded with a minor prize (the "Minor Prize Winner/s") and will go into the weekly major prize draw (the "Weekly Major Prize Draw"). There will be up to four (4) Winning Songs broadcast per Contesting Day.

- (d) When selected as a Minor Prize Winner, they will be asked to choose what major prize sporting experience they would like to win if they were to win the Weekly Major Prize Draw. There will be five (5) different major prize sporting experiences to choose from in accordance with clause 7 below.
  - (e) The Minor Prize Winners will then be awarded a minor prize related to their selected major prize sporting experience.
  - (f) The Weekly Major Prize Draw will take place in accordance with clause 6.1. The Major Prize Winner will be allocated the major prize they specified when they were awarded a minor prize. The Major Prize Winner cannot change their chosen major prize sporting experience once contacted as the Major Prize Winner. Once the major prize has been awarded it will not be an option for the next week of the Competition.
- 5.2 Inaudible, incomplete, inaccurate, false 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 that 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, 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 less than 55 cents (including GST) from a fixed phone; calls may attract a higher rate from mobile or public phones.

## **6. DRAW**

- 6.1 Minor Prize Winners will be awarded in accordance with clause 5.1(c).

The Weekly Major Prize Draws will take place at Triple M, 309 North Quay, Brisbane, QLD, 4000 on Friday 5<sup>th</sup> September 2008, Friday 12<sup>th</sup> September 2008, Friday 19<sup>th</sup> September 2008 and Friday 26<sup>th</sup> September 2008 between 3:00pm and 4:00pm. All draws will be manual random draws.

- 6.2 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 a maximum of eighty (80) x minor prizes to be won across the Contesting Days. Each minor prize will consist of one (1) of the following.

### **Minor Prizes**

One (1) NRL Jersey from A-Mart All Sports (the team and size to be specified by the winner - subject to availability and size of specified jersey) (valued at a maximum \$100.00)

One (1) AFL Jersey from A-Mart All Sports ((the team and size to be specified by the winner - subject to availability and size of specified jersey) (valued at a maximum \$100.00)

Four (4) x power-packs to Kingston Park Raceway valid for Four adults (valued at a maximum \$200.00)

Two (2) x general admission tickets to watch Australia v New Zealand at the Gabba, November 21st (valued at a maximum of \$50.00)

One (1) x \$50 voucher for the Chalk Hotel, Woolloongabba valid until 30<sup>th</sup> November (valued at \$50.00)

**Total value of minor prizes: A maximum of \$8000.00**

### Major Prizes

There are four (4) x major prizes to be won from a pool of 5 prizes. The Weekly Major Prize Winner will win the major prize selected in accordance with clause 5.1 above and cannot be changed at any time to another Major Prize:

- a. A trip to the NRL Grand Final in Sydney including the following -
  - i. Two (2) x A-Reserve tickets to the NRL Grand Final at ANZ Stadium, Sydney on Sunday 5<sup>th</sup> October 2008 (valued at \$330.00)
  - ii. Two (2) x return flights from Brisbane to Sydney (valued at a minimum of \$600.00)
  - iii. Two (2) x nights in a twin-share room (room only - minimum three stars) in Sydney (valued at a minimum of \$300.00)

**Value of major prize a: A minimum of \$1430.00**

- b. A trip to the AFL Grand final in Melbourne including the following:
  - i. Two (2) x tickets to the AFL Grand Final on Saturday 27<sup>th</sup> September 2008 (valued at a minimum of \$650.00)
  - ii. Two (2) x return flights from Brisbane to Melbourne (valued at a minimum of \$600.00)
  - iii. Two (2) x nights in a twin-share room (minimum three stars) in Sydney (valued at a minimum of \$300.00)

**Value of major prize b: A minimum of \$1550.00**

- c. A track-side room at The Holiday Inn for Indy including the following:
  - i. One (1) x twin-share room (room only) at The Holiday Inn, Surfers Paradise for four nights from Thursday 23<sup>rd</sup> October 2008 until Sunday 26<sup>th</sup> October 2008 (valued at a minimum of \$2520.00)

**Value of major prize c: A minimum of \$2520.00**

- d. A corporate cricket box for the Australia vs New Zealand test match including the following:
  - i. One (1) x 8-seater VIP Outdoor Box for Day 2 of the 3 Mobile Test Series, Australia v New Zealand at the Gabba on Friday 21<sup>st</sup> November 2008 including catering for 8 people.

**Value of major prize d: A minimum of \$2085.00**

- e. A tripe to The Melbourne Cup including the following:
  - i. Two (2) x General Admission tickets to the Melbourne Cup at Flemington Park, Melbourne on Tuesday 4<sup>th</sup> November 2008 (valued at a minimum of \$120.00)
  - ii. Two (2) x x return flights from Brisbane to Melbourne (valued at a minimum of \$600.00)
  - iii. Two (2) x nights in a twin-share room (room only - minimum three stars) in Melbourne (valued at a minimum of \$300.00)
  - iv. \$200 to spending money

**Value of major prize e: A minimum of \$1220.00**

**Total value of major prize pool: A minimum of \$8805.00**

**Total Value of All Prizes: \$16,805.00**

## 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.
- 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 Each winner must adhere to all terms and conditions contained in the prize from the prize providers including, but not limited to, expiry dates, age restrictions and locations where the prize can be redeemed.

**9. NOTIFICATION**

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

**10. PRIZE COLLECTION**

- 10.1 Prize winners will be required to collect their prize from Triple M reception at 309 North Quay Brisbane. 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 may be disqualified

and a replacement contestant or winner (whichever is applicable) may 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 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.