

SHEBANG FUGLIES

COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for Shebang Fuglies 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 Triple M Level 14, 50 Goulburn St, Sydney 2000 and can be downloaded from www.triplem.com.au ("the website").

2. PROMOTER

The promoter is **Austereo Pty Ltd** (ABN 85 007 914 641) trading as **2MMM** of Level 14, 50 Goulburn Street SYDNEY NSW 2000, (the "Promoter").

3. DURATION

- 3.1 Registrations will be taken between 6am on Monday 23rd June 2008 and 4pm Friday 4th July 2008 inclusive. ("Registration Period").
- 3.2 Voting will occur between 6am on Saturday 5th July 2008 and 4pm on Wednesday 9th July 2008 inclusive. ("Voting Period").
- 3.3 The Shebang Fugly Pageant ("the Pageant") will occur between 6am and 9am on Friday 11th July 2008 ("Contesting Day").
- 3.4 The Promoter reserves the right to extend the Registration Period, the Voting Period or the Contesting Day (collectively the "Competition Period") at its sole discretion.

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW 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
 - (a) During the Registration Period, the Promoter will solicit for listeners to register their details at the website and upload a photo of themselves or a friend/relative they consider to be "Fugly".
 - (b) if the entrant is not the person in the photo then the entrant warrants that:
 - (i) they have the consent of the friend/relative whose photo they are submitting to the website to enter the Competition; and
 - (ii) the person in the photo understands and agrees to be bound by these Competition terms and conditions; and
 - (iii) the person in the photo is available and willing to participate in the Pageant on the Contesting Day; and
 - (iv) the person in the photo is aged 18 years or over.

- (c) For the avoidance of doubt, the Semi-Finalists as determined in accordance with clause 6 (a) will be the person in the photo and not the person who submitted the entry. Only persons in the photo submitted in an entry will be eligible to win a prize.
 - (d) The Promoter at their discretion may post the entry on the website along with the first name and suburb of the person in the photo.
- 5.2 Inaudible, incomplete, false, inaccurate 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, 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. JUDGING/ VOTING

(a) Stage one: Judging of Semi Finalists:

The Promoter will judge all eligible entries received during the Registration Period and will select a maximum of 10 (ten) "Semi Finalists" to participate in the Pageant on the basis of the creativity, originality and humour of the entry submitted and suitability of the person in the photo to participate in the contesting on the Contesting Day (judging is at the Promoter's sole discretion). The entries will be judged from 5.00pm on Friday 27th June 2008 at Triple M. The Semi Finalists will be notified by the Promoter of their selection to participate in the next stage of the Competition which will involve publication of the entry and the person's photo in an online vote/poll on the website.

(b) Stage 2: Judging of Finalists

The entries of the Semi Finalists will then be published on the website and will be included in an online vote/poll on the website. The public will be invited to vote on the website for their favourite "Shebang Fugly" Semi-Finalist. The 3 (three) Semi Finalists who receive the most votes, (as determined by the Promoter) at 5.00pm on Wednesday 2nd July 2008 ("Finalists"), will be invited to participate in the contesting at the Pageant on the Contesting Day. The accuracy of the polling results received and notified by the Promoter is final and binding and no correspondence will be entered into.

(c) Judging of the Prize Winners:

- (i) The "Shebang Fugly Pageant" will be held at Level 14, 50 Goulburn Street, Sydney, 2000 during The Shebang on the Contesting Day. Should any of the Finalists (i.e. the person in the photograph) be unavailable or unwilling to participate in the Pageant, then such Finalist will be disqualified, and the Promoter will select another person from the entries received during the Registration Period in accordance with clause 6 (a). Depending on the date of disqualification, such Finalists may or may not be subject to the online voting/polling.
- (ii) During the Shebang Fugly Pageant the Finalists will be required to complete a series of tasks as determined by the Promoter. The Promoter will advise the Finalists of the tasks when notified of their selection as a Finalist.
- (iii) The Promoter will judge the Finalists based upon how well they complete the tasks set by the Promoter (at the Promoters discretion). Upon the conclusion of the

Pageant the Finalist who is deemed by the Promoter (and the judges if applicable) as the best competitor will win the Major Prize. The remaining two Finalists will be deemed Runners-Up and will each be awarded with a Runners Up prize.

- (iv) The Promoter's (and if applicable the judges') decision is final and no correspondence will be entered into.

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 **(a) Runners Up Prize:** There are a maximum of 2 (two) x Runners -Up prizes to be won. Each Runners-Up prize will consist of one (1) each of the following and will be awarded to each Runner-Up:

- o 1x Apple 4GB iPod Nano (valued at a maximum of \$200)

Maximum value of Runners Up prizes: \$200 x 2
Total maximum value of Runners -Up prizes: \$400

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

1 x cheque to the value of \$2,000

Maximum value of major prize: \$2000 x 1
Total maximum value major prize: \$2000

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**

The Semi Finalists and Finalists will be notified by telephone. The major prize winner and runner up prize winners will be notified on air at the time of winning.

10. **PRIZE COLLECTION**

10.1 Prize winners may be required to collect their prize from reception at Triple M, Level 14, 50 Goulburn Street Sydney 2000. 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 draws 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 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 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. 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.

LICENCE NUMBER

LTPS/08/06243