

# TRIPLE M'S WIL & LEHMO GIVE US HEAD.... LINES COMPETITION TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 The following terms and conditions apply for Triple M's Wil & Lehmo Give Us Head...Lines (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 Triple M (Level 14, 50 Goulburn St, Sydney 2000, 180 St Kilda Road, ST KILDA VIC 3182, 128 Greenhill Road, UNLEY SA 5061, William Jolly Place, 309 North Quay, BRISBANE QLD 4006) 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:

**2MMM** of Level 14, 50 Goulburn Street SYDNEY NSW 2000

**5MMM** of 128 Greenhill Road, UNLEY SA 5061

**3MMM** of 180 St Kilda Road, ST KILDA VIC 3182

**4MMM** of William Jolly Place, 309 North Quay, BRISBANE QLD 4006

(the "Promoter").

## 3. DURATION

Registrations will be taken from 4pm on Monday 15th September 2008 until 5.00pm on Friday 19th September 2008 inclusive ("Registration Period").

## 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW/ VIC/ QLD & SA.
- 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 the Competition, entrants will be required to register their details on the Competition page on the website or on the Wil & Lehmo hotline [1800 150 000] during the Registration Period and submit an answer to the following question in 25 words or less *"Give us a motorcycle Headline?"* ("Entry").

Entrants acknowledge that the Promoter may place their Entry on the website or broadcast it on the Triple M Network.

- 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 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. JUDGING

- 6.1 The most original/humorous/imaginative/convincing Entry (at the Promoter's discretion) that is received by the Promoter during the Registration Period will win the prize. The judging will take place at [5:00pm] on [Friday 19th September 2008] at Triple M, Level 14, 50 Goulburn St, NSW 2000.
- 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 is one (1) prize to be won consisting of:
- 4 x Return economy class airfares (from the winners nearest capital city to Melbourne Airport); \$2260
  - 3 nights Accommodation in a holiday house in Phillip Island \$3000 (Address to be confirmed with the prize winner at the time of winning)
  - Transfers to/from Phillip Island from Melbourne Airport for 4 people \$400
  - 4 x VIP Hospitality Tickets to the 2008 Australian Motorcycle Grand Prix to be held at Phillip Island ("Event") \$3880

**Total maximum value of prize:      \$9,500.00**

### **MELBOURNE PRIZE WINNERS**

Should the prize winner be from Melbourne the flight element of the prize will be forfeited and will not be replaced with cash.

Melbourne prize winners will be required to make their way to Melbourne Airport for the transfers.

## 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 and at any locations 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).

9. **NOTIFICATION**

The prize winner will be notified on-air at the time of winning and then by post.

10. **PRIZE COLLECTION**

- 10.1 Prize winners may be required to collect their prize from reception at the participating radio stations. 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 the Australian Grand Prix Corporation ("AGPC") and obtain relevant medical clearance to participate in the Competition and/or redeem the prize; and/or

without limiting the operation of Condition 16, execute a Deed of Release and Indemnity in a form prescribed by the Promoter or AGPC (in favour of AGPC) 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 and AGPC have 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**

By entering this Competition, each entrant and any other person who shares the prize with the winning entrant ("Winning Entrant") (whom the Winning Entrant must make aware of these Conditions of Entry), must comply with these Conditions, the Conditions of Entry and Conditions of Sale to the 2008 Australian Motorcycle Grand Prix (posted at the entry to the Grand Prix circuit and also available at [www.motogp.com.au](http://www.motogp.com.au) or by calling AGPC on 03 9258 7100), as well as the VIP Hospitality Standard Terms and Conditions available from AGPC, or at [www.motogp.com.au](http://www.motogp.com.au). The Winning Entrant acknowledges and its companions acknowledge that motor racing is dangerous and accidents may happen, and that participation in the prize has a degree of danger.

To the extent permitted by law, the Winning Entrant and its companions hereby exclude, release and forever discharge the Promoter, AGPC, PI Circuit Pty Ltd (ACN 108 623 052), PI Graydens Pty Ltd (ACN 108 623 070), PI Sunrise-McGuigan Pty Ltd (ACN 108 623 089), PI Visitor Centre Pty Ltd (ACN 108 623 043), PI Operations Pty Ltd (ACN 108 623 463), Linfox Property Group Pty Ltd, Fox Group Holdings Pty Ltd, Federation Internationale de Motocyclisme, Motorcycling Australia Ltd, Motorcycling Victoria, Dorna Sports S.L., International Road Racing Teams Association, International Events Services, S.L., Promoció i organització de Competiciones de Motor S.L., the Minister administering the Act and the Crown in right of the State of Victoria and their respective employees, officers, agents and contractors (Associated Entities) from all liability for claims, loss, damage, costs or expenses (whether arising under statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise) arising from or connected with participation in the relevant prize or attendance at the Event or otherwise howsoever arising, including but not limited to: any technical difficulties or equipment malfunction (whether or not under the Promoter's or AGPC's control); any theft, unauthorised access or third party interference; any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter or AGPC; any variation in prize value to that stated in these Conditions; or any tax liability incurred by a winner or entrant. Each Winning Entrant must, on request of AGPC or the Promoter, execute any and all documentation (if any) necessary to give effect to this clause.

**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 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 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.