

DUCK OUT TO LUNCH COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for Triple M's Duck Out To Lunch 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.

3. DURATION

Entries will be taken from 9.00am AEST on Thursday 14th August 2008 until 12.00pm on Wednesday 15th October 2008 inclusive ("Registration Period").

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW only.
- 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 Registration Period, listeners will be required to complete the online Competition registration form on the website and submit as part of their entry the requisite details of the company/business where the entrant is employed and answer in 25 words or less "*Why you would like to Duck Out To Lunch?*"
 - (b) All entrants warrant that they have obtained the requisite approval from their employer to allow the prize to take place at the entrant's workplace on a day and time specified by the Promoter.
- 5.2 Inaudible, incomplete, inaccurate, false or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. Entries received after the conclusion of the Registration Period will also 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.

6. JUDGING

- 6.1 Judging will take place at Triple M, Level 14, 50 Goulburn Street SYDNEY NSW 2000 throughout the Registration Period. All valid entries received by the Promoter during the Registration Period will be judged by the Promoter. There are 10 x prizes to be won. One x prize will be awarded during each week of the Competition period. The most original/humorous/imaginative entry (determined at the Promoter's discretion) each week during the Registration Period will win the prize.

- 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 10 x prizes to be won during the Competition. One x prize will be awarded each week during the Competition. Each prize will consist of the following:

- (a) the business/company where the entrant is employed will receive a visit from Triple M's Rob Duckworth at their workplace on a day and time specified by the Promoter (valued at money can't buy); and
- (b) the business/company where the entrant is employed will be given 30 x McDonalds Burger vouchers (*redeemable at participating McDonalds restaurants in NSW/ACT and valid until 31/12/08*) (valued at \$3.95 per voucher)

Total value of each prize: 30 x \$3.95 = **\$118.50**

Total value of prizes: 10 x \$118.50 = **\$1185.00**

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 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. 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 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).

- 8.6 The prize will be awarded to the company/business where the person who submitted the entry is employed and not the entrant personally.

- 8.7 If the prize winner has not obtained the requisite approvals as set out in clause 5.1(b), the prize winner will be disqualified and the Promoter reserves the right to select another prize winner.

9. NOTIFICATION

The weekly prize winner will be notified by the Promoter by telephone on the Monday of the week that Rob Duckworth will visit to the entrant's workplace.

10. PRIZE COLLECTION

10.1 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 prize winner cannot provide suitable proof, the prize 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 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 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. MINORS

21.1 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. 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.