

GET SMARTY PANTS COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for Triple M's Get Smarty Pants 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 Triple M reception desk at 180 St Kilda Rd, St Kilda VIC 3182 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 Triple M of 180 St Kilda Rd, St Kilda VIC 3182 (the "Promoter").

3. DURATION

- 3.1 Contesting will commence at 9:00am and will conclude no later than 4:00pm on each weekday commencing Monday 16th June 2008 to Friday 27th June 2008 inclusive (the "Competition Period"). Each week day during the Competition Period will be referred to as a "Contesting Day".
- 3.2 The Promoter reserves the right to extend the Competition Period at its own discretion.

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of Victoria 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) At various times during the Competition Period (at the Promoter's discretion), the Promoter will solicit listeners to call 133 353 for their chance to participate in the contesting for the Competition ("Competition Segment/s"). The opening and closing times for receipt of entries once the solicit has gone to air at the beginning of the Competition Segment will be at the discretion of the Promoter. Entrants are only permitted to win one prize.
 - (b) During each Competition Segment, two listeners will be randomly chosen by the Promoter to play the trivia based 'Get Smarty Pants' game ("the Contestant/s"). A trivia based question will be asked by the Promoter and the first Contestant to give the correct answer to the question (at the sole discretion of the Promoter) will win a minor prize ("minor prize winner/s"). It is at the complete discretion of the Promoter to determine the Contestant that correctly answers the trivia question first.
 - (c) All decisions in relation to the contesting will be at the absolute discretion of the Promoter and no discussions will be entertained. The Promoter may at its absolute discretion publicise clues in relation to this Competition in any medium. It may also at its discretion provide hints to any Contestant.
- 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 or prior to 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 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 / JUDGING

- 6.1 (a) The selection process to determine the two Contestants for each Competition Segment will be random manual draws and will take place at Triple M, 180 St Kilda Rd, St Kilda 3182 . The prize winners for each Competition Segment will be awarded in accordance with clause 5.1 above.
- 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 30 x prizes available to be won during the Competition Period. Each prize will consist of one (1) of the following:

4 x in season movie tickets to Get Smart – The Movie
Value = \$60

Total value of prizes: \$1,800.00

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 prize winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only and for the avoidance of doubt does not include without limitation any mini-bar, in-room costs, damage/additional cleaning or other incidental costs.
- 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 times designated by the prize supplier. Prize must be taken on dates specified by the Promoter and/or the prize provider and cannot be varied or extended.
- 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 prize 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 winner must adhere to all terms and conditions contained in the vouchers/tickets from the prize providers including, but not limited to, expiry dates and locations where the vouchers/tickets can be redeemed.

8.7 The major prize winner's guest must be aged 18 years or over.

9. NOTIFICATION

Minor prize winners will either be announced on-air at the time of winning or by telephone or post (at the discretion of the Promoter).

The major prize winner 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 Triple M reception at 309 North Quay, Brisbane, Queensland, 4000. 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.

10.2 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 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:

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.
- 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 may be disqualified and a replacement entrant or prize winner (whichever is applicable) may be selected by the Promoter at its discretion.

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. 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.