

Current as at: 1 September 2009

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Contact: dmg Radio Australia's Corporate Counsel

Trade Promotion: Game of Chance Schedule to Terms of Entry

Name of Promotion	Nova 969's Bestivals
Permit numbers	Authorised under: NSW PERMIT NUMBER: LTPM/09/00594 CLASS: Type C
Station and Station Website	Nova 969 (www.nova969.com.au)
Promoter	Nova 96.9 Pty Ltd (ACN 23 092 545 689 of Level 5, 33 Saunders Street, Pyrmont, NSW, 2009)
Relevant State/s	NSW
Entry Restrictions	Entrants [and their companion/s] must be 18 years of age or over. Entrants must be able to take the prize on/between Friday 4 th December 2009 and 9 th March 2010 Entrants must be able to collect the prize from the Station By entering this Promotion: <ul style="list-style-type: none">• Entrants warrant that they have the express consent of any person for whom they provide personal details to the Promoter (including but not limited to name, address and telephone number); and• Entrants acknowledge and agree that prizes are selected at the Promoters sole and absolute discretion.
Competition Period	The competition begins at 6am AEDST on Monday 16 th November 2009 Entries into the competition close at 4PM AEDST on Friday 4 th December 2009
Entry Method	Web entry: <i>Participants must visit the Station Website during the Competition Period and fully complete the online entry form, including by providing their name and the name of their best friend, address, contact number and email address. All valid entries received will be placed into a random prize draw.</i>
Maximum Number of Entries	Entrants may enter the competition as many times as they wish, however entrants may only win one prize each
Challenge Details	Registration: <i>Each day during the Competition Period, the Station will encourage registration by potential challengers via commercial airtime.</i>

	<p>Each potential challenger wishing to be registered in the competition must complete in full, a registration form available at the Station Website. The Station will a challenger who it believes, based on valid registrations received.</p> <p>Challenge details:</p> <p>Each weekday during the Competition Period, the Station will select an entrant at random to call back. The station will also call back the entrants registered 'best friend'</p> <p>The challenger will be awarded one ticket to a Music Festival or concert as pre determined by the station. The challenger will have the opportunity to select line 1 or 2. On one line will be their best friend and on the other will be a random caller. Whichever line they select that caller will win the other ticket to the music festival or concert</p> <p>The Station's decision with respect to whether the answers are correct or incorrect will be in the Station's absolute discretion. The judges' decision is final and no correspondence will be entered into.*</p>
Challenge Date and Challenge Location	Each day between 6am AEDST and 4pm AEDST between Monday 16 th November 2009 and Friday 4 th December 2009 at the station
Draw Details	<p>75 draws will be conducted, as follows:</p> <p>5 daily draws: Between 6am AEDST and 4pm AEDST between Monday 16th November 2009 and Friday 4th December 2009</p>
Prize Details	<p>There are up to 75 prizes to be won, as follows:</p> <p>Prize: 1 ticket to a pre-determined music festival or concert for the selected entrant and 1 ticket awarded to either the 'registered best friend' or random caller valued at up to \$180 (inc GST)</p>
Total Prize Pool	Up to \$13500 (inc GST)
Notification of Winners	<p>Winners will be notified:</p> <ul style="list-style-type: none"> - via mail - on air at the time of winning
Publication Details	NA
Prize Claim Date and Time	Prize/s must be claimed by 5pm AEDST 2 working days before the date of the music festival or concert (winner is notified of these dates at the time of winning)
Unclaimed Prize Draw Date and Publication Date	The unclaimed prize draw will be conducted 1 working day before the date of the music festival or concert
Prize Delivery	The prize/s will be available for collection by the winner from the Station

Trade Promotion: Game of Chance

Terms of Entry

- 1 These terms must be read together with the Schedule for this competition. The Schedule defines certain terminology used in these terms. By entering, entrants accept these terms. To the extent of any inconsistency between the Schedule and these terms, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the Station Website) do not apply to this competition.
- 2 Entry is open only to residents of the Relevant State/s who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this competition or of any Australian commercial radio broadcaster are ineligible to enter.
- 3 The competition will be conducted during the Competition Period.
- 4 To enter the competition, entrants must follow the Entry Method during the Competition Period.
- 5 Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 6 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries via SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- 7 If this promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants should check with their network service provider to see if their mobile phone is compatible.
- 8 If this promotion involves entry via a competition phone line, the maximum cost of a call to the competition phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones.
- 9 The draw/s (if applicable) will be conducted in accordance with the Draw Details. The prize/s will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Prize Details.
- 10 If the competition involves a challenge as described in the Challenge Details (the **Challenge**), the Challenge will be conducted in accordance with the Challenge Details on the Challenge Date at the Challenge Location. If an entrant participating in the Challenge is deemed, by representatives of the Promoter, to have completed the Challenge successfully within the time period specified by the Promoter (where

applicable), and in accordance with any other criteria specified in the Schedule or by the Promoter, they will receive a prize as described in the Prize Details. Unless otherwise specified, entrants are responsible for making their own way to and from the Challenge Location to participate in the Challenge. If the Challenge Location is specified to be an “entrant’s home” or similar, the entrant warrants that the address nominated by the entrant is the address where the entrant lawfully and usually resides and that the entrant has authority to allow persons access to the home and the land on which it is situated. The entrant consents to the Promoter and any other persons as required by the Promoter accessing and entering the home and the land, for the duration of the Challenge and for any period before or after the Challenge, as reasonably required for the purposes of the Challenge. Unless the contrary intention appears, a reference in these terms to the word “**person**” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

- 11 The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 12 Where a prize includes international or domestic travel, the prize cannot be taken during peak periods and must be booked and completed as specified by the Promoter and/or the supplier or organiser of the prize. If the prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any transfer costs, meals, taxes, insurance and other ancillary costs, are the responsibility of the winner and their companion/s. The winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and visas, if required). The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. Where a prize includes international travel, winners are advised to consult their healthcare professional regarding recommended immunisations and/or health checks prior to travelling and to check for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au.
- 13 If the prize includes any vehicle (**Vehicle**), including a motor vehicle/motorcycle/motor scooter/boat or any other vehicle, the prize does not include any insurance or accessories not specified. If a winner of a Vehicle is under the age of 18 years, the prize will be awarded to the winner’s parent or guardian. The winner or his or her parent or guardian (as the case may be) (**Deemed Winner**) is responsible for arranging their attendance at the premises nominated by the Promoter to collect the Vehicle. Where required, the Deemed Winner must provide all information and sign all documentation necessary to enable the Promoter to register the Vehicle in the name of the Deemed Winner prior to collection. To be eligible to claim the Vehicle, the Deemed Winner must be capable of obtaining registration of the Vehicle in his or her name in accordance with any applicable legislation in the Relevant State in which the Vehicle is collected. If the Deemed Winner is, through any legal incapacity or otherwise, unable to register the Vehicle in his or her name then he or she may assign the Vehicle to another person with legal capacity for the purpose of registration of the Vehicle.
- 14 Where a prize involves the winner:
 - (a) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter’s discretion, the relevant

winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize; and/or

- (b) meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

- 15 If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.
- 16 If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
- 17 If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
- 18 The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
- 19 The Promoter may in its absolute discretion prohibit an entrant's participation in this competition, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 20 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <http://www.alcoholguidelines.gov.au/>.
- 21 All entries and materials submitted to the Promoter in connection with this competition (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.
- 22 Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this competition or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this competition, or any Challenge involved in this competition, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.

- 23 If an entrant is unable to or refuses or fails to take part in any element of this competition (including, without limitation, a Challenge forming part of this competition), or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the competition. Entries that, in the Promoter's judgment, are offensive, defamatory or otherwise objectionable or inappropriate or that infringe any third party rights will be invalid. The judges' decision is final and no correspondence will be entered into.
- 24 The winner/s will be notified as stated in the Notification of Winners section of the Schedule and their name and state of residence will be published in accordance with the Publication Details. By entering this competition, each entrant requests that his or her full address not be published.
- 25 If any prize is not claimed by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required. If no Unclaimed Prize Draw Date is specified, any unclaimed prize/s will be distributed at the Promoter's discretion.
- 26 Entrants acknowledge that there may be inherent risks in some aspects of the competition, including without limitation any Challenge involved in this competition, or the prize and that participation in the competition and/or using the prize may involve participating in dangerous activities. By entering this competition and/or accepting the prize, entrants accept that risk.
- 27 In order to participate in this competition and/or the activities which may be awarded as part of the prize, the winner (and their companion/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity. It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this competition and/or undertake the activities awarded as part of the prize. The Promoter reserves the right to deem that an entrant/winner (or their companion/s, as applicable) is not sufficiently healthy or fit. The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.
- 28 If requested by the Promoter, any entrant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition or prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 9 or 10 (as applicable).
- 29 Prizes and participation in this competition are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.

- 30 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 31 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes. Prizes will be provided by the Promoter to the winner/s as stated in the Prize Delivery section of the Schedule.
- 32 The Promoter may require the winner/s to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 33 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 34 The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these terms, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 35 No prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any 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 supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).
- 36 Without limiting paragraph 30, the Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
- 37 If for any reason any aspect of this competition is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State, if required.

- 38 Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or of these terms, subject to applicable laws and subject to the approval of the relevant authorities in each Relevant State, if required.
- 39 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 40 Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this competition.
- 41 The information entrants provide will be used by the Promoter for the purpose of conducting this competition. By entering this competition, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Listeners can view the dmg Radio (Australia) Privacy Policy at www.dmgradio.com.au/privacy. Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting the Promoter at the address stated in the Schedule.
- 42 Unless the contrary intention appears, a reference in these terms, the Schedule or in any advertisement relating to this Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.