

## **ABC Terms and Conditions**

Schedule to the Terms and Conditions

### **Competition**

Takeover Melbourne 2022 - Summit in Melbourne 2022

### **Promoter**

Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia.

### **Website (Clause 1)**

<https://www.abc.net.au/radio/melbourne/programs/takeover-melbourne/>

### **Entry Restrictions (Clause 4)**

Entry to the Competition is open to:

1. Residents residing in Greater Melbourne, Victoria aged 12 – 18. An entrant's residential postcode will determine whether the entrant resides in the broadcast footprint of a relevant ABC Local Radio Region and is eligible for the purposes of the Competition.
2. An entrant must be an individual and not a company or organisation.
3. Entrants must be at least 12 on the 30<sup>th</sup> June, 2021 but no older than 18 and 364 days on the 30<sup>th</sup> June 2021.

Entrants under 18 years of age need to have the consent of their parent or guardian to enter. Employees of the Promoter and any person associated with the Competition, and any organisation or individual associated with the provision of the prize(s), are not eligible to enter.

### **Competition Period (Clause 5)**

Commences: Thursday 24<sup>th</sup> of February 2022

Ends: Monday 20<sup>th</sup> June, 2022

### **Entry Method (Clause 6)**

To enter, entrants must:

- create a story (in any media: text, video, photography or audio) about life in Melbourne, Victoria ("Work")
- submit your Work via the website at <https://www.abc.net.au/radio/melbourne/programs/takeover-melbourne/>
- or by email to [takeover@abc.net.au](mailto:takeover@abc.net.au)

Each entry must include your name and email address, or it will be deemed invalid.

By submitting your Work to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in your Work and all other material provided by you to the Promoter pursuant to this Competition at any time.

Your Work may be edited or adapted at any time by the Promoter in order to:

- meet the requirements of broadcasting authorities;
- adhere to any requirements of the ABC Editorial Policies (available at <https://edpols.abc.net.au/policies/>);
- ensure your Work meets any legal or classification requirements or to avoid any breach of law;
- use your Work for promotional purposes;
- and/or use your Work on other ABC media platforms.

### **Maximum Number of Entries (Clause 7)**

While you may enter the Competition more than once, you cannot win more than one prize. You must submit a correct completed entry form each time you wish to enter the Competition.

### **Judging Details (Clause 8)**

Entrants whose work is judged by the Promoter's panel of judges to be the best, most original and creative will win the prize ("Prize Winners"). Chance plays no part in determining the Prize Winners.

### **Prize (Clause 9)**

Up to 40 individuals will receive:

- the opportunity for their story to be produced for ABC Radio, triple j or for various ABC programs; Stories are subject to the ABC's editorial policies, and may be in digital, radio or TV format with non-exclusive rights.
- Intensive networking and communications training from experts.

- An invitation to be honoured at the Takeover Melbourne Gala Event, at a venue in Melbourne, Victoria (TBC), including an invitation for a parent, guardian or other guest, where applicable.
- Recognition as a 2022 Takeover Melbourne Participant

### Prize (Clause 9)

<b>Prize (Clause 9)</b>	<b><i>The 30 (up to 40) major prize winner(s) will each win:</i></b>	
	<b><i>Prize</i></b>	<b><i>Value (incl. GST)</i></b>
	a. An invitation to be honoured at the Takeover Melbourne Gala Event in Melbourne, Victoria, including an invitation for a parent, guardian or other guest where applicable.	<b><i>\$150</i></b>
	b. Catering throughout events.	<b><i>\$180</i></b>

- Total prize value: \$330.00 inc GST

### Prize Restrictions (Clauses 10 - 15)

The Prizes are non-transferable.

### Winner Notification (Clause 16)

Winners will be notified by email or phone before Tuesday November 1, 2022.

### Rights in Your Entry (Clauses 17 - 21)

Non-exclusive.

### Additional Terms Applicable to this Competition

1. If you are successful, you will be required to provide proof of age identification.
2. Variation to Clause 14 of these Terms & Conditions: The Gala Event is dependant on events proceeding in Melbourne, Victoria. If physical events are cancelled, including as a result of COVID-19, the trip (Gala screening costs and catering) will not be included in the prize.
3. Participants attending the venue for the event are required to adhere to venue restrictions, including any venue Covid-19 requirements.
4. There are no flights, accommodation or transfers in the Prize.

## **General Terms and Conditions**

### **Introduction**

1. By entering the Competition, you agree to be bound by the Terms and Conditions of the Competition. The Terms and Conditions governing the Competition include these General Terms and Conditions, the Schedule to these General Terms and Conditions and any instructions relating to the Competition on the Promoter's Website.
2. Any capitalised terms used in these General Terms and Conditions have the meaning given in the Schedule, unless stated otherwise. In the event of any inconsistency between the Schedule to the Terms and Conditions (Schedule) and these General Terms and Conditions, the Schedule will take precedence.
3. The Promoter may in its absolute discretion refuse to award any Prize to any entrant who fails to comply with these Terms and Conditions.

### **Entry Restrictions**

4. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual(s) and not a company or organisation. Directors, immediate family members, employees and contractors of the Promoter and any agencies, retailers and suppliers directly associated with the Competition, or with the provision of the Prize, are not eligible to enter.

### **Competition Period**

5. The Competition will be conducted during the Competition Period. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

### **Entry Method**

6. To enter the Competition, entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the Promoter on the Website) during the Competition Period.]

### **Maximum Number of Entries**

7. Entrants can enter the Competition up to the Maximum Number of Entries. Entries must be submitted separately and each entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.

## **Judging Details**

8. The entrant(s) whose entry is judged by the Promoter's panel of judges to be the most original and creative (and any judging criteria set out in Judging Details of the Schedule) will win the Prize. The Promoter and its panel of judges may, in their absolute discretion, decline to award any or all Prizes, including where the judges determine that the entry is not of publication standard. Chance plays no part in determining the Prize winners. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

## **Prize**

9. The Prize will be awarded as specified in the Schedule. The Prize values are the recommended retail value as provided by the relevant supplier, are in Australian dollars and are correct as at the time of the commencement of the Competition Period. The Promoter accepts no responsibility for any variation in the Prize value.

## **Prize Restrictions**

10. Unless otherwise specified in the Schedule, the Promoter will not be responsible for any additional costs associated with use of the Prize. The Prize winner (and, if applicable, their guest(s)) is responsible for all costs associated with using the Prize including (if applicable) travel and/or transfer costs, expenses with respect to food and beverages, travel and medical insurance costs and spending money.
11. If the Prize is date specific, the Prize winner must be available to redeem the Prize on the dates stipulated by the Promoter. If the Prize winner is not able to redeem the Prize on that date, the Promoter may determine another Prize winner in its absolute discretion.
12. No component of the Prize can be transferred or redeemed for cash.
13. All Prizes are subject to availability. In the event that any of the Prizes or part of a Prize becomes unavailable due to circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.
14. It is a condition of accepting the Prize that the winner (and any guests participating in using the Prize) must comply with all the conditions of use of the Prize and Prize supplier's requirements.
15. If the Prize involves tickets to an event, the Promoter is not 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.

## **Winner Notification**

16. Unless advertised differently, the Prize winner(s) will be notified in accordance with the Winner Notification details in the Schedule. Please allow at least twenty-eight (28) days from the date of notification for the delivery of the Prize.

### **Rights in Your Entry**

17. Unless otherwise specified in the Schedule, all physical entries become the property of the Promoter and will not be returned to the entrants.
18. To be eligible for a Prize your entry must only include original material created by you or material which you have permission to use, which may be included in your entry.
19. By submitting your entry to the Promoter, you grant the Promoter and its licensees and assignees:
  - (a) the Rights in Your Entry specified in the Schedule to exercise all rights in your entry, including without limitation, the right to reproduce and communicate your entry to the public in whole or in part, in perpetuity and throughout the world in any media; and
  - (b) the right to publicise, broadcast and communicate to the public your name, character, likeness or voice for any promotion or matter incidental to the Competition with no compensation to you for such use.
20. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.
21. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

### **ABC Material**

22. If the method of entry instructs you to include any material owned by the Promoter (ABC Material) such as an ABC trade mark or logo, you agree that:
  - (a) you must not use the ABC Material for any purpose other than for the purpose of including it in your entry in the Competition;
  - (b) any use of the ABC Material by you will not give you or any other person (other than the Promoter) any right, title or interest in the ABC Material;
  - (c) you must not carry on a business under a name which includes the ABC Material or any trade mark similar to the ABC Material; and
  - (d) you must not apply to register a trade mark similar to ABC Material.
23. No other party may use the ABC Material without prior approval of the Promoter.

### **Privacy**

24. The Promoter will collect your personal information for the purposes of conducting the Competition. In doing so, the Promoter may disclose your personal information to its contractors, agents, any partner or co-promoter and to State and Territory gaming departments. Prize winners' names may be

published as set out in these Terms and Conditions. The Promoter may also use your personal information for any promotional, marketing and publicity purposes of the Promoter. Additional information about how personal information is collected, used and disclosed, and the privacy complaints process is available in the ABC Privacy Policy available at <https://about.abc.net.au/abc-privacy-policy/>. The ABC Privacy Policy does not form part of these terms and conditions.

## General

25. Any attempt to interfere with the normal functioning of the Website or to otherwise undermine the legitimate operation of this Competition is prohibited and will render all entries submitted by that entrant invalid.  
You warrant that:
  - (a) your entry is your original work, and to the extent it is not, you have obtained the relevant permission;
  - (b) all details provided with your entry are true and accurate;
  - (c) you have all necessary rights to grant the Promoter the rights granted under these Terms and Conditions;
  - (d) use of your entry by the Promoter, in accordance with these Terms and Conditions, will not infringe the rights of any third parties; and
  - (e) your entry does not breach any law.
26. You agree to indemnify the Promoter against any loss or damage resulting from any breach of the warranties above and acknowledge that the Promoter may, in its absolute discretion, not award the Prize to you for breach of the warranties above.
27. You acknowledge that the Promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoter (in accordance with these Terms and Conditions) is at the complete discretion of the Promoter.
28. You acknowledge this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints regarding this Competition must be directed to the ABC through the Website rather than to Facebook.
29. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the Prize to the Prize winner(s), the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions.
30. The Promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
31. To the full extent permitted by the law, the Promoter is not liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation

non-receipt of any Prize or damage to any Prize in transit and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party