

ABC Terms and Conditions

Schedule to the Terms and Conditions

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| Competition | ABC Radio Perth & WA Radiothon 2023 |
| Promoter | Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia. |
| Website (Clause 1) | www.abc.net.au |
| Entry Restrictions (Clause 5) | <p>Entry to the competition is open to residents of WA only. An entrant's residential postcode will determine whether the entrant resides in WA for the purpose of this competition.</p> <p>If an entrant is under 18 years of age, they must obtain the permission of their parent or guardian before entering this competition.</p> <p>If the entrant is a prize winner and is under 18 years of age, they must be accompanied by an adult when participating in the prize.</p> |
| Competition Period (Clause 6) | <p>Commences: 5.00am WST Thursday 30 November, 2023</p> <p>Ends: 6.30pm WST Thursday 30 November, 2023</p> |
| Entry Method (Clause 7) | <p>To enter, entrants must donate to ABC WA Gives supporting Foodbank WA campaign via abc.net.au/wagives</p> <p>When submitting their donation, they must include their mobile number.</p> <p>Entrants must listen to ABC Radio WA's Radiothon event on Thursday 30 November and listen for a cue to SMS a specific keyword to 0437 922 720.</p> |
| Maximum Number of Entries (Clause 8) | <p>One (1) code word per person</p> <p>You can enter as many times (maximum 9) with unique code words.</p> |
| Selection of Winner (Clause 9) | <p>Valid SMS entries only will be picked randomly on Thursday 30 November, 2023 at various times at ABC Radio Perth, 30 Fielder Street, East Perth.</p> <p>All winners will be picked by 6:30pm WST Thursday 30 November 2023.</p> |
| Prize (Clause 10) | <p>There will be a total of 9 major prizes to be won.</p> <ul style="list-style-type: none"> • Breakfast – 2 (two) x major prizes • Mornings - 2 (two) x major prizes • Special Dustin and Amber show – 1 (one) x prize • Afternoons – 2 (two) x major prizes • Drive – 2 (two) x major prizes |

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| | <p>Breakfast</p> <ol style="list-style-type: none"> 1. Perth summer showstopper prize includes: <ul style="list-style-type: none"> ○ Fringe World – family pass for Kaboom! show – valued at \$104 ○ Fringe World – double pass to Justin’s Big Balloon show – valued at \$98 ○ San Cisco – 2 x tickets for December 8 show – valued at \$106 ○ Perth Wildcats – 2 x tickets – valued at \$200 ○ WASO ‘Star Wars’ show – 1 x family premium pass - \$448 ○ Tennis Australia – 2 x tickets to a match – valued at \$80 ○ Total value - \$1036 2. Lunch with Premier Roger Cook <ul style="list-style-type: none"> ○ Lunch for four people at the Premier’s local – money-can’t-buy experience. Lunch valued at approximately \$200 <p>Mornings</p> <ol style="list-style-type: none"> 1. Nick Bruning one-hour general financial consult – valued at \$400 2. Summer of soccer – double pass to men’s and women’s Glory games for remainder of the season – valued at \$940 <p>Special: Amber and Dustin show</p> <ol style="list-style-type: none"> 1. 12 x books hand picked by ABC RN The Book Show presenter, Claire Nichols – valued at approx. \$360 2. 12 x books hand picked <p>Afternoons</p> <ol style="list-style-type: none"> 1. One hour garden consultation with Sabrina Hahn – valued at \$150 2. Dr Karl shirt – value: money-can’t-buy <p>Drive</p> <ol style="list-style-type: none"> 1. Perth Festival prize pack includes: <ul style="list-style-type: none"> ○ 12 x ticket Perth Festival film pack ○ 2 x tickets to Jungle Book Reimagined ○ 2 x tickets to Wayfinder ○ 2 x tickets to Sampha ○ Valued at \$730 2. Summer of movies prize includes <ul style="list-style-type: none"> ○ Double pass to Maestro preview screening – money can’t buy ○ Double pass to One Life – valued at \$44 ○ Double pass to Mean Girls – valued at \$44 ○ Double pass to Bob Marley – valued at \$44 ○ Total value - \$132 |
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| Prize Restrictions (Clauses 11 - 16) | <p>The prize winner will be responsible for all costs associated with travelling to and from each prize experience where applicable.</p> <p>Winners living in regional WA who enter the draw for Perth-based experiences/prizes must cover their own travel and accommodation costs.</p> |
| Winner Notification (Clause 17) | <p>The winner/s will be notified via phone and SMS.</p> |
| Unclaimed Prize Re-Draw (Clause 18) | <p>The re-draw will take place on Monday 4 December, 2023 by 5pm WST.</p> |
| Rights in Your Entry (Clauses 19 - 22) | <p>Refer to terms and conditions.</p> |
| Additional Terms Applicable to this Competition | |

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.
4. Entry into the Competition is free.

Entry Restrictions

5. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual 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

6. 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

7. 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

8. Entrants can enter the Competition up to the Maximum Number of Entries. Each entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.

Selection of Winner

9. If a Prize is awarded by draw, all entries in the Competition will go into a random draw and the Prize draw will be conducted in accordance with the details in Prize Draw of the Schedule. The first valid entry randomly drawn will win a Prize. If the winning entry is invalid, that entry will be disregarded and the Prize will be awarded by drawing the next valid entry in accordance with these Terms and Conditions.

Prize

10. The Prize will be awarded as specified in the Schedule. The Promoter accepts no responsibility for any variation in the Prize value.

Prize Restrictions

11. 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.

12. 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.
13. No component of the Prize can be transferred or redeemed for cash.
14. 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.
15. 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 that Prize and the Prize supplier's requirements.
16. 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

17. The Prize winner(s) will be notified by telephone or email and any other means of communication set out in the Schedule.

Unclaimed Prize Re-Draw

18. If the Prize is not claimed within period stipulated in the schedule, the Promoter will redraw another winner for the unclaimed Prize. Re-draw Prize winners will be notified as set out in above.

Rights in Your Entry

19. Unless otherwise specified in the Schedule, all physical entries become the property of the Promoter and will not be returned to the entrants.
20. 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.
21. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.
22. 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.

Privacy

23. 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](http://about.abc.net.au/abc-privacy-policy/) available at <http://about.abc.net.au/abc-privacy-policy/> .

General

24. 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.
25. 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 or select another winner.
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 will not be 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.