

# ABC Terms and Conditions

## Schedule to the Terms and Conditions

<b>Competition</b>	ABC Sunshine Coast Byron Bay Bluesfest 2019 competition.	
<b>Promoter</b>	Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia.	
<b>Website (Clause 1)</b>	<a href="http://www.abc.net.au/sunshine">www.abc.net.au/sunshine</a>	
<b>Entry Restrictions (Clause 4)</b>	<p>Entry to the Competition is open to: people residing in the ABC Sunshine Coast listening footprint.</p> <p>Entrants and guests must be: 18 years or over. If an entrant is under 18 years of age they must obtain the permission of their parent or guardian before entering this competition.</p>	
<b>Competition Period (Clause 5)</b>	<b>Commences: 05:00 AEST, Monday 18 March 2019</b>	
	<b>Ends: 07:45 AEST, Friday 22 March 2019</b>	
<b>Entry Details (Clause 6)</b>	To enter, entrants must listen to ABC Radio Sunshine Coast Breakfast and listen for the cue to call during each program. A short snippet of audio will be played and the first listener to phone and correctly identify the artist wins.	
<b>Maximum Number of Entries (Clause 7)</b>	You may only enter the competition once.	
<b>Judging Details (Clause 8)</b>	Please see full Terms and Conditions.	
<b>Prize (Clause 9)</b>	The prize pool is as follows:	
	<b>Prize</b>	<b>Value (incl. GST)</b>
	<ul style="list-style-type: none"> <li>• 5 x 3-day non-transferable double passes (i.e. two adult tickets)</li> </ul>	\$4800
	<b>TOTAL PRIZE POOL VALUE:</b>	<b>\$4800</b>
<b>Transport and accommodation at the winner's expense.</b>		
<b>Prize Restrictions (Clauses 10 - 18)</b>	<p>The winner must be available to redeem their prize between 18-22 April 2019.</p> <p>The prize winners must comply with any terms and conditions specified by any relevant third party in relation to accommodation and the tickets.</p> <p>The winners are responsible for all costs associated with using the prize including all transfers costs, travel costs, costs with respect to food and beverages, travel and medical insurances costs, and spending money.</p>	

	<p>By entering the competition, entrants grant the ABC permission to use their entries on air and accept that they may be contacted to talk on air about winning the competition, or about their experience at the festival.</p> <p>Please see full terms and conditions.</p>
<p><b>Winner Notification (Clause 19)</b></p>	<p>The winners will be notified by 18:00 AEST Wednesday 3 April 2019. The winner will be notified by phone.</p>
<p><b>Rights in Your Entry (Clauses 20 - 24)</b></p>	<p>Non-exclusive licence</p>

## Terms and Conditions

### Introduction

1. By entering the Competition, you agree to be bound by these Terms and Conditions. Any instructions relating to the Competition on the Promoter's Website form part of these Terms and Conditions.
2. Any capitalised terms used in these 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 Terms and Conditions, the Schedule will take precedence.
3. The Promoter may in its 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 and not a company or organisation. Directors, 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 Details

6. To enter the Competition, entrants must complete the Entry Details during the Competition Period.
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. The Promoter will not be responsible for any additional costs associated with use of the Prize. The Prize winner 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 a Prize is available in various locations, the Prize winner is only eligible to claim the Prize in their nearest capital city. If the Prize occurs in the Prize winner's home city, the Prize

winner will not be eligible to receive any accommodation or airfares (which may otherwise have formed part of the Prize).

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 the Prize and Prize supplier's requirements.
16. If the Prize includes flights, entrants agree that:
  - a. the Prize does not include transfers to and from the winner's place of residence to the departure point and transfers between the accommodation and airport (unless otherwise specified in these Terms and Conditions);
  - b. the flights must be utilised at the same time, for the same travel dates, to and from the same destination;
  - c. no frequent flyer (or equivalent rewards program) points will accrue to the Prize winner (and any guest participating in using the Prize) on the Prize flights or accommodation; and
  - d. the booking time of the flights will be determined by the Promoter in its complete discretion and blackout periods may apply including all public holidays.
17. If the Prize includes accommodation, it is a condition of accepting the Prize that the Prize winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all ancillary costs they may incur during their stay. For the avoidance of doubt, the Prize winner acknowledges that the accommodation part of the Prize includes room charges only (and no ancillary costs such as room service).
18. 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**

19. Unless advertised differently, the Prize winners 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**

20. All entries become the property of the Promoter and will not be returned to the entrants.
21. 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.
22. 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.
23. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.
24. 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**

25. 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.
26. No other party may use the ABC Material without prior approval of the Promoter.

#### **General**

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. You agree that the Promoter may use your personal details provided to the Promoter for the purpose of conducting the Competition. The Promoter may disclose your personal information to its contractors, agents, any co-promoter and to State and Territory gaming departments, to assist in conducting the Competition. 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, subject to the ABC's Privacy Policy available at <http://www.abc.net.au/privacy.htm>.

33. 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.
34. 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.
35. 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.