# **ABC Terms and Conditions**

# Schedule to the Terms and Conditions

Competition	ABC Radio Adelaide Golden Ticket					
Promoter	Australian Broadcasting Corporation (ABN 52 429 278 345) of 700 Harris Street, Ultimo 2007, New South Wales, Australia.					
Permit	N/A					
Website (Clause 1)	www.abc.net.au/adelaide					
Entry Restrictions (Clause 5)	Entry to the Competition is open to residents of South Australia. An entrant's residential postcode will determine whether the entrant resides in South Australia for the purpose of this competition."					
	Entrants under 18 years of age must have parent/guardian permission to enter.					
Competition Period (Clause 6)	Commences: 6am CSDST Monday 24 January 2022					
(Clause 0)	Ends: 9am CSDST Friday 4 February 2022					
Entry Method	To enter the draw, entrants must:					
(Clause 7)	Listen to ABC Radio Adelaide during the Breakfast program with Nikolai Beilharz and Stacey Lee, 6am – 9am weekdays to find out how to receive one of 100 Golden Tickets.					
Maximum Number of Entries	Successful entrants can only receive one ticket for the draw.					
(Clause 0)						
Selection of Winner	The draw will be held at ABC Collinswood studios on Monday 7 February at 85 North East Rd Collinwood. The Promoter will randomly					
(Clause 9)	select one winner from the draw.					
Prize (Clause 10)	The major prize winner will win:					
(Olause 10)	ASO	\$140	1 x double pass to experience Adelaide Symphony Orchestra's Last Night of Proms 11 April			
	Royal Adelaide Show	\$70	1 x Family pass to 2022 Royal Show			
	SA Country Women's Association	\$290	2 nights B&B accommodation at CWA's historic home on Dequetteville Tce, plus basket of CWA goodies			

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State Theatre	\$198	1 x double pass to Girl From The North Country production 25 March at 7.30pm
WOMADelaide Festival	\$700	WOMADelaide tickets
Wallis Cinemas	\$56	1 x family movie pass for Wallis Cinemas
Wallis Cinemas	\$50	1 x dining voucher for Oak & Iron Tavern, Auchendarroch House
Sport SA	\$270	X double pass to South Australian     Sport Hall of Fame event at Adelaide     Oval, Friday 8 April. Ticket winners will     be seated with a current Hall of Fame     member
Adelaide Fringe	\$60	1 x double pass to a Fringe Show
Adelaide Festival Centre's Adelaide Cabaret Festival	\$258	2 x A-reserve tickets to Adelaide Cabaret Festival Show: Songs My Mother Taught Me featuring Tina Arena at Her Majesty's Theatre
Adelaide Festival Centre's Adelaide Cabaret Festival	\$90	2 x tickets to Adelaide Cabaret Festival Show: The Shànghăi MiMi Band Featuring Sophie Koh at famous Spiegel Tent at Adelaide Festival Centre
Cleland Wildlife Park	\$175	1 x annual family membership to Cleland Wildlife Park
The Adelaide Festival	\$200	Theatre performance as part of The Adelaide Festival: The Photo Box – 2 doubles to Saturday 5 March, 6pm
The Adelaide Festival	\$160	Dance Theatre performance as part of The Adelaide Festival: Juliet and Romeo – 2 doubles to Sunday 6 March, 7pm
National Railway Museum	\$68	4 x passes to visit the National Railway Museum
SA Maritime Museum	\$55	1 x annual family pass (2 adults and up to 4 children) to South Australian Maritime Museum in Port Adelaide
National Motor Museum	\$50	1 x annual family pass (2 adults and up to 4 children) to National Motor Museum in Birdwood, Adelaide Hills
SA Museum	\$50	1 x family Discovery Centre Experience at SA Museum

	SA Museum	\$100	1 x family SA Museum membership for a year	
	Adelaide Central Market	\$80	Breakfast for 4 at Adelaide Central Market's famous Lucia's Pizza & Spaghetti Bar	
	Adelaide Oval	\$289	1 x overnight stay for two people in a Parkland King Room at Oval Hotel	
	Adelaide Oval	\$50	Voucher for 2x people to attend an Adelaide Oval Stadium Tour	
	Windmill Theatre	\$120	1 x family pass to the show 'Rella', a modern interpretation of Cinderella at the Dunstan Playhouse	
	Adelaide Zoo	\$99	1 x family pass Adelaide Zoo	
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	Monarto Safari Park	\$99	1 x family pass Monarto Safari Park 1 x 60min personalised guided tour of Botanic Gardens and 1 x 45min personalised guided tour of Santos	
	Botanic Gardens  Willunga Markets	\$50 \$60	1 x annual membership for Willunga Farmers Market, plus tote bag and coffee voucher	
	Cockle Train	\$80	1x family pass return trip on The Cockle Train from Goolwa to Victor	
	Carrick Hill	\$34	1 x double pass to explore the Carrick Hill House Museum and beautiful formal gardens	
	Adelaide United	\$263	1 x family pass to Adelaide United Game, plus Home Jerseys	
	Total prize value	\$4,264		
Total Prize Pool (Clause 10)	Total prize pool is valued at approximately: \$4,264			
Prize Restrictions (Clauses 11 - 18)	See terms and conditions.			
Winner Notification (Clause 20)	The major prize winner will be announced on ABC Radio Adelaide on Monday 7 February during the <i>Breakfast with Nikolai Beilharz and Stacey Lee</i> , before 7.45am. The winner will need to call in within the specified time to claim their prize. Winners will then have details confirmed via email.			

Unclaimed Prize Re-Draw (Clause 21)	The re-draw will take place on Monday 7 February and will be announced on Tuesday 8 February.
Rights in Your Entry (Clauses 22 - 26)	See terms and conditions.
Additional Terms Applicable to this Competition	See terms and conditions.

#### 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. Entries must be submitted separately and 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 Total Prize Pool value is 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**

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 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).
- 13. 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.
- 14. No component of the Prize can be transferred or redeemed for cash.
- 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.
- 16. 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.
- 17. 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 the Schedule):
  - (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.
- 18. 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).
- 19. 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**

20. The Prize winner(s) will be notified within two (2) days of the Prize Draw by mail, telephone or email and any other means of communication set out in the Schedule. Prize winners will also be notified in writing within fourteen (14) days of the Prize Draw. Please allow at least twenty-eight (28) days from the date of notification for the delivery of the Prize.

### **Unclaimed Prize Re-Draw**

21. In the event that a Prize winner is unable to be contacted, the Promoter will retain the Prize for three (3) months from the date of the draw. If the Prize is not claimed within three (3) months of the date of the draw, the Promoter will redraw another winner for the unclaimed Prize. If the Prize is date specific or perishable and must be claimed prior to the standard three (3) month period, the Unclaimed Prize Re-Draw date in the Schedule will apply. Re-draw Prize winners will be notified as set out in above.

## **Rights in Your Entry**

- 22. Unless otherwise specified in the Schedule, all physical entries become the property of the Promoter and will not be returned to the entrants.
- 23. 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.
- 24. 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.
- 25. You understand and agree that your entry may be edited or adapted at any time by the Promoter for legal, editorial or operational reasons.
- 26. 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**

- 27. 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.
- 28. No other party may use the ABC Material without prior approval of the Promoter.

## **Privacy**

29. 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 <u>ABC Privacy Policy</u> available at <a href="http://about.abc.net.au/abc-privacy-policy/">http://about.abc.net.au/abc-privacy-policy/</a>.

### General

- 30. 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.
- 31. You warrant that:

- 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.