

ABC Terms and Conditions

Schedule to the Terms and Conditions

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| Competition | ABC Radio Adelaide – We'll Take You There | | |
| 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 4) | Entry to the competition is open to residents of South Australia. Finalists must be able to verify they are residents, to be eligible to win. | | |
| Competition Period (Clause 5) | Commences: Tuesday 11 June 2019 6:00 ACST | | |
| | Ends: Friday 5 July 2019 00:00 ACST | | |
| Entry Details (Clause 6) | <p>To enter;</p> <p>Listen to ABC Radio Adelaide Breakfast with Ali Clarke weekdays between 6am and 9am.</p> <p>A question will be posed for listeners to respond to via the text line.</p> <p>When the cue-to-enter sound effect is played, entrants need to send in their answers via SMS: 0467 922 891 (standard rates apply) within 5 minutes.</p> <p>For entries to be eligible they must be received within the five-minute window.</p> <p>The weekly winner will be announced before 9am each Friday during the competition period.</p> | | |
| Maximum Number of Entries (Clause 7) | Entrants can enter once per day and multiple times each week. | | |
| Judging Details (Clause 8) | Each winner will be chosen at the discretion of the ABC Radio Adelaide Breakfast program. | | |
| Prize (Clause 9) | Across the campaign there will be four prize winners, with one given away each week: | | |
| | Prize Description: | No. Of Prizes Available: | Value (incl. GST) |
| | Adelaide Oval Roof Climb experience for two people and tickets to the Adelaide Crows Showdown | 1 | \$420 |
| | Longview Vineyard accommodation and wine tour package for two people | 1 | \$333 |
| | Adelaide Thunderbirds coaching experience and a family pass (4 tickets) to a game | 1 | \$105 |

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| | The Star of Greece – Port Willunga experience for two people and car cruise. | 1 | \$600 |
| | Total prize pool value: | | \$1,458.00 |
| Prize Restrictions (Clauses 10 - 18) | See terms and conditions. | | |
| Winner Notification (Clause 19) | The prize winner will be notified by phone and email at the end of the competition period. | | |
| Rights in Your Entry (Clauses 20 - 24) | Exclusive license. | | |
| Additional Terms | The submitted entry may be used on air, social media and other media platforms. See below for more details. | | |

Your uploaded content - Terms and Conditions

You own the rights to your work and allow the ABC to use your work in this way.

By submitting Your Content, including any comments, photographs, video, music, audio, graphics and text ("Your Content") to the ABC, you grant the ABC and its licensees and assignees a non-exclusive licence in Your Content to exercise all rights in all media throughout the world in perpetuity for non-commercial purposes including the right for the ABC to exhibit your content to the public at an ABC event. This includes the non-exclusive right throughout the world to communicate Your Content in whole or in part to the public on any media platform, including social media, and the right to provide Your Content in any downloadable format for free from any ABC online service.

You are not infringing anyone else's copyright or other rights in your work.

You warrant that:

- You have all necessary rights and licences to grant the rights set out in these Terms and Conditions;
- Your Content does not contain any commercial music;
- The exercise of the rights granted to the ABC in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the ABC against any loss or damage resulting from any breach of these warranties.

The ABC can edit your work for these purposes.

Your Content may be edited or adapted at any time by the ABC in order to:

- Meet the requirements of broadcasting authorities;
- Adhere to any requirements of the ABC Editorial Policies (available at www.abc.net.au/corp);
- Ensure Your Content meets any legal or classification requirements or to avoid any breach of law; and/or
- Use Your Content for promotional purposes.

The ABC can choose not to publish your work.

You acknowledge that the ABC is under no obligation to exercise any of the rights granted to it by these Terms and Conditions, and providing downloads and any communication of Your Content to the public by the ABC is at the complete discretion of the ABC.

You agree to abide by other people's terms and conditions if you are using their sites.

If you are contributing Your Content via an ABC space on any other third party platform, including You Tube, Flickr, Facebook, Twitter or Vimeo, you accept and agree to comply with all terms and conditions specified by those third party sites associated with use of their services

General Competition 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.