Terms and Conditions - Radio National Dark Mofo Competition 1 June 2013

- 1. The promoter of this competition is the Australian Broadcasting Corporation (ABN 524 292 78345), 700 Harris Street, Ultimo, New South Wales, Australia.
- 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.
- 3. The promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

ELIGIBILITY

- 4. Entry to the competition is open to all residents of Australia
- 5. An entrant must be an individual and not a company or organisation. Employees of the promoter and any person associated with the competition, or with the provision of the prize(s), are not eligible to enter.
- 6. If an entrant is under 18 years of age, they must get the permission of a parent or guardian before entering this competition.

COMPETITION PERIOD

- 7. The competition opens at **9:00AM AEST** on Saturday 1 June 2013 and closes at **5:00PM AEST** on Sunday 16 June 2013.
- 8. 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.

HOW TO ENTER

- 9. To enter the competition, you must:
 - Take a photo of your interpretation of a winter feast, and give it a title
 - Post the photo to your <u>Instagram</u> account and tag with RN's Instagram handle
 @ABCRadioNational and the competition hashtag #abcRNDarkMofo
 - Follow the @ABC@ABCRadioNational Instagram feed and watch the #abcRNDarkMofo hashtag to see what other RN listeners are posting
 - RN will curate a 'Shortlist 20' of the best photos based on originality, creativity, and Instagram popularity, and add these to an album on the RN Facebook page.
 - Like the RN Facebook page so you can view, like, and share your favourite 'Shortlist 20' photos.

- Register your details using the form below, so we can track your entry and contact you if you win!
- RN will accept less-than-500k photos at rn_marketing@your.abc.net.au, but please note RN may reproduce your photo to Instagram and/or Facebook.
- Register your entry and your name, email, telephone number, photo title and Instagram username via the entry form on the website at: www.abc.net.au/radionational.
- 10. While you may enter the competition more than once, you cannot win more than one prize. You must submit a properly completed entry form each time you wish to enter the competition.

YOUR ENTRY

- 11. All entries become the property of the promoter and will not be returned to the entrants.
- 12. To be eligible for a prize your entry must only include material created by you or material which you have permission to use, including (where applicable) any words, art, music, photographs, sound recordings or footage which may be included in your entry.
- 13. By submitting your entry to the promoter, you grant the promoter and its licensees and assignees a non-exclusive licence 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.
- 14. You understand and agree that your entry may be edited or adapted at any time by the promoter for legal, editorial or operational reasons.

PRIZES

- 15. The two entrants whose entries are judged by the promoter's panel of judges to be the most original, creative and popular will each win a major prize. Chance plays no part in determining the prize winners.
- 16. 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.
- 17. The two major prize winners will each receive:
 - a. Return economy flights to Hobart for two people from the nearest capital city, Thursday 20 June 2013 to Sunday 23 June 2013
 - b. Three (3) nights twin share accommodation for two people in Hobart, Thursday 20 June, Friday 21 June, Saturday 22 June
 - c. Entry for one day to the Museum of Old and New Art (MONA)
 - d. Entry to the Hobart City Council Dark Mofo Winter Feast
 - e. Entry to Beam In Thine Own Eye exhibition

- f. Return transfers to MONA on the fast ferry MR-1 from your hotel
- g. Entry to Satanalia on Saturday 22 June
- 18. If a prize winner is under 18 years of age, they must be accompanied by an adult when participating in the prize.
- 19. If the prize is available in various locations e.g. tickets to a gig, the prize winner is only eligible to claim the prize in their nearest capital city. If the prize occurs in your home city, you will not be eligible to receive any airfares (which may otherwise have formed part of the prize).
- 20. Prize winners must comply with any third party terms and conditions relevant to the prize e.g. in relation to any airfares, accommodation, and/or tickets as applicable.
 - a. MONA terms and conditions
 - (a) Flights will be booked by MONA for departure on Thursday 20 June 2013, returning on Sunday 23 June 2013.
 - (b) Accommodation will be from Thursday 20 June 2013 and Sunday 23 June 2013 and the choice of hotel will be at the discretion of MONA.
 - (c) Winner must be available to attend events on the dates and times stipulated in the prize pack. No refunds or exchanges for cash. No exchanges for different events. Winners will be emailed Dark Mofo tickets. Tickets are subject to the terms and conditions outlined at www.darkmofo.net.au
 - (d) Winner must notify MONA of dates for travel on the MR-1 Fast Ferry and of entry to MONA between Thursday 20 June 2013 and Sunday 23 June 2013. No exchanges for cash or credits on any prize components.
 - (e) Winner must notify MONA of date of entry to the Museum of Old and New Art.
- 21. The promoter shall 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.
- 22. If the prize is date specific e.g. a sporting event, 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 discretion.
- 23. No component of the prize can be transferred or redeemed for cash.
- 24. In the event that any of the prizes become unavailable due to circumstances beyond the promoter's 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.

WINNER NOTIFICATION

25. Unless advertised differently, the prize winners will be notified by phone, email and/or mail at the end of the competition period and announced on ABC radio and/or posted on the promoter's website. Please allow at least 30 days from the date of notification for the delivery of the prize.

GENERAL

26. Any attempt to interfere with the normal functioning of the promoter's website or to otherwise undermine the legitimate operation of this competition is prohibited and will render all entries submitted by that entrant invalid.

27. You warrant that:

- a. all details provided with your entry are true and accurate;
- b. you have all necessary rights to grant the promoter the rights granted under these Terms and Conditions;
- c. your entry does not contain any commercial music;
- d. use of your entry by the promoter, in accordance with these Terms and Conditions, will not infringe the rights of any third parties;
- e. your entry does not breach any law;

and you will indemnify the promoter against any loss or damage resulting from any breach of these warranties.

- 28. 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.
- 29. 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 ABC Website rather than to Facebook.
- 30. 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 this 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.
- 31. 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/s 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.

- 32. 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 this competition, or for any technical error that may occur in the course of the administration of this 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.
- 33. To the full extent permitted by the law, the promoter will not be liable for any 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.