



NOVA
ENTERTAINMENT

nova smoothfm
★STAR104.5 FIVEaa

Competition Terms and Conditions (Game of Chance)

Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	Promotion	Vodafone Unlocked
2.	Promoter	Nova 100 Pty Ltd (ACN 094 934 684) of Level 2, 678 Victoria Street Richmond VIC 3121
3.	Permit Number	NA
4.	Station/s and Website/s	Nova 100 - www.nova100.com.au
5.	Promotion Period	Entry into the Promotion commences at: 9.00 am AEDT Monday 16 October 2017 Entry into the Promotion closes at: 4.00 pm AEST Friday 27 October 2017
6.	Eligible States and Territories Clause 2	VIC
7.	Age Restriction Clause 2	Entrants and any companions (if applicable) must be: 18 years of age or over.
8.	Maximum Number of Entries Clause 3	Entrants may enter the Promotion as many times as they wish, however, entrants may only win one (1) Prize each.
9.	Entry Method Clause 3	At various times during the Promotion Period: (a) entrants will be invited by the Promoter to call 13 24 10 during a specified time period (as determined by the Promoter in its absolute and sole discretion), for the opportunity to participate in the Promotion; and (b) from the valid entrants who successfully call 13 24 10 within the time frame specified, one (1) entrant will be randomly selected by the Promoter (as determined by the Promoter in its sole and absolute discretion) (each, a Selected Entrant). The Selected Entrant will be invited to appear on air. Each Selected Entrant who is awarded a Prize may be asked by a representative of the Promoter (off air) to provide their contact details (including their ordinary residential address and Relevant State) for the purposes of awarding the Prize. During the Promotion Period, up to sixty (60) Selected Entrants will be invited to appear on air and awarded a Prize on air during the Promotion Period.
10.	Entry Restrictions	Replacing Phone-In and On-Air Entrants If for any reason an entrant is unable to be contacted, or is otherwise unable to, or declines to, appear on air, or their phone line drops out or is inaudible, the Promoter (in its sole and absolute discretion) may replace that entrant by contacting another entrant and inviting them to appear on air. The Promoter will repeat this process until an entrant is able to be contacted and confirms their eligibility and ability to appear on air. Calling in and speaking to Promoter



		<p>For the avoidance of doubt, if an entrant is spoken to by a representative of the Promoter, it does not mean they have been selected as an entrant or a winner (where applicable) and they may not be invited to appear on air.</p> <p>Entrant must appear on-air</p> <p>For the avoidance of doubt, entrants must appear on air during the Promotion Period to be deemed a winner and awarded a Prize.</p>
11.	<p>Draw Details</p> <p>Clause 4</p>	NA
12.	<p>Prize</p> <p>Clauses 6 - 9</p>	<p>There are up to sixty (60) prizes to be won, each comprising two (2) tickets to one of the following events below (as selected and awarded in the Promoter's sole and absolute discretion and as specified at the time of winning):</p> <ul style="list-style-type: none"> • The Weeknd at Rod Laver Arena, Olympic Blvd, Melbourne & Olympic Parks on Friday 8 or Saturday 9 December 2017 (Event) valued at up to \$400 (incl. GST) • Shawn Mendes at Rod Laver Arena, Olympic Blvd, Melbourne & Olympic Park on Sunday 3 December 2017 (Event) valued at up to \$300 (incl. GST) • Ed Sheeran at Etihad Stadium, Bourke St, Docklands on Friday 9, Saturday 10, Sunday 11 or Monday 12 March 2017 (Event) valued at up to \$400 (incl. GST) • Harry Styles at Hisense Arena, Olympic Blvd on Tuesday 24 April 2018 (Event) valued at up to \$400 (incl. GST) • SIA at AAMI Park, Olympic Blvd on Thursday 30 November 2017 (Event) valued at up to \$400 (incl. GST) • The Script at Hisense Arena, Olympic Blvd on Thursday 19 April 2018 (Event) valued at up to \$400 (incl. GST) • Niall Horan at Margaret Court Arena, Olympic Blvd, Melbourne & Olympic Parks on Thursday 7 June 2018 (Event) valued at up to \$600 (incl. GST)
13.	<p>Prize Restrictions</p> <p>Clauses 6 - 9</p>	<p>Prize must be taken on certain dates</p> <p>Entrants and their companion must be able to take the Prize as specified above in Section 12 above. Dates and schedules of the prizes are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes.</p>
14.	<p>Total Prize Value</p>	Up to \$18,000 (incl. GST)
15.	<p>Notification of Winners</p> <p>Clause 11</p>	<p>Winners will be notified by one or more of the following by 5.00 pm AEDT Friday 27 October 2017</p> <p><input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input checked="" type="checkbox"/> on air at the time of winning <input type="checkbox"/> Website(s) <input type="checkbox"/> social media</p>
16.	<p>Publication of Winners</p> <p>Clause 11</p>	NA
17.	<p>Prize Claim Date</p> <p>Clause 12</p>	Prizes must be claimed by a time and date specified by the Promoter to each winner but no later than one (1) week prior to the Event date of the Prize.
18.	<p>Unclaimed Prize Draw</p> <p>Clause 12</p>	NA
19.	<p>Prize Delivery</p> <p>Clause 6</p>	The Prize will be available for collection by the winner from the Promoter's premises (as specified by the Promoter). The Promoter will contact the winner when the Prize is ready for collection.



20.	Additional Conditions	NA
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Competition Terms and Conditions

Terms of Entry

1 Schedule and Terms of Entry

- (a) These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering the Promotion, entrants accept these Terms of Entry.
- (b) To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

2 Eligible Entrants

- (a) **Eligible States and Territories.** Entry is open only to residents of the Eligible States and Territories specified in the Schedule who comply with the Age Restriction.
- (b) **Associated persons and entities.** Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion or of any Australian commercial radio broadcaster are ineligible to enter.
- (c) **Using different identities.** Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
- (d) **Previous Winnings.** A person is ineligible to enter this Promotion if that person or anyone from the same family or household has won prizes to the value of \$500 or more in any promotion(s) run by the Promoter or any radio station owned or controlled by Nova Entertainment Pty Ltd in the thirty (30) days prior to the commencement of the Promotion Period.
- (e) **Correct Information.** Entrants must only register in their own name. Any entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
- (f) **Proof.** The Promoter may require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a Prize. In the event that the entrant fails to produce such proof that entrant will be ineligible for the Promotion.

3 Entry Method

- (a) **Promotion Period.** To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- (b) **Online Entry.** Costs associated with accessing any Website remain an entrant's responsibility and may vary depending on Internet Service Provider used.
- (c) Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.

4 Entries and Draw Details

- (a) The draw/s will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Draw Details and Prize details specified in the Schedule.
- (b) Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- (c) Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter consider to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).

5 Use of Entries

- (a) By entering this Promotion, an entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being broadcast on air and/or published in any form of media by the Promoters, the Promotion's prize supplier and any promotional partners associated with the Promotion.
- (b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

6 Prize (General)

- (a) **General.** The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.
- (b) **No transfers or exchanges.** The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoters then that element of the Prize will be forfeited by the winner and cash will not be supplied for that element of the Prize.
- (c) **Variation in Prize value.** The Promoters accept no responsibility for any variation in Prize value. Where a Prize (or part thereof) is unavailable for any reason, the Promoters may substitute for that Prize another item of equal or higher value as determined by the Promoters, subject to the approval of the relevant authorities in the Eligible States and Territories.
- (d) **Tax Implications.** The Promoters are not responsible for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- (e) **Prize Delivery.** Prizes will be provided by the Promoters to the winner as stated in the Prize Delivery section of the Schedule.



7 Events

If the Prize includes any events, the following terms will apply:

- (a) I.D to enter the venue is required. The venue reserves the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated;
- (b) dress standards apply (at the discretion of the venue);
- (c) the Promoters will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason; and
- (d) responsible services of alcohol laws will be strictly enforced.

8 Events and Meet & Greets

- (a) If the Prize involves the winner and any companions (if applicable) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companions, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.
- (b) If the Prize involves the winner and any companions (if applicable) attending an event, meeting or attending a function with a celebrity or other public figure, the Promoters will not be liable for the failure of the winner (and their companions, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

9 Vouchers and Tickets

- (a) If the Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.
- (b) If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

10 Publicity

- (a) Entrants must, at the Promoters' request, participate in all promotional and publicity activity in connection with this Promotion or the winning of any Prize, free of charge, and sign any additional documents reasonably required by the Promoters to give effect to this condition.
- (b) An entrant consents to the Promoters, their promotional partners, prize suppliers and its related bodies corporate using the entrant's name, likeness, entry, image and/or voice in any media for an unlimited period of time without further notification, remuneration or compensation for any purpose in connection with the Promotion.

11 Notification and Publication of Winners

The winner/s will be notified and their name and state of residence will be published as stated in the Notification of and Publication of Winners section of the Schedule.

12 Prize Claim Date and Unclaimed Prize Draw

- (a) If any Prize is not claimed by the Prize Claim Date, the Promoters reserve the right to conduct further draws to determine a winner for that Prize as stated in the Unclaimed Prize Draw section of the Schedule.
- (b) If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoters, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by

the Promoters), subject to the approval of the relevant authorities in the Eligible States and Territories, if required. If no details are specified in the Unclaimed Prize Draw section of Schedule, any unclaimed Prize (or part thereof) will be distributed at the Promoters' discretion.

13 Risks, Health and Safety

- (a) The winner and their companions must be in good health and must not have any pre-existing medical conditions that would prohibit them from flying, using and participating in the Promotion or Prize (where applicable). The prize winner and their companions must declare to the Promoters and/or any Prize supplier any health-related issues that may affect their safe participation in any part of the Promotion or Prize (where applicable) and obtain a written clearance from their doctor in this respect.
- (b) The winner and their companion may be required to attend, undergo and pass any appropriate training, briefings, safety demonstrations, requisite medical tests and other requirements of the Promoters and any partnering clients as determined by them in their absolute discretion.
- (c) Entrants acknowledge that there may be inherent risks in some aspects of the Prize and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.
- (d) In order to participate in this Promotion and/or the activities which may be awarded as part of the Prize, the winner (and their companion/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity.
- (e) It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion and/or undertake the activities awarded as part of the Prize.
- (f) The Promoter (upon consultation with any relevant qualified person) reserve the right to deem that an entrant/winner (or their companion/s, as applicable) is not sufficiently healthy or fit for the purposes of the Promotion or Prize (where applicable). The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.

14 Disqualification

- (a) **Compliance with Terms of Entry.** If the Promoter become aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter have announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
- (b) **Behaviour.** The Promoter reserves the right to disqualify the winner or their companions, prohibit the winner's or their companions' participation in the Prize (or part thereof), or otherwise cease to provide any prize benefit to the winner or their companions, if:
 - (i) the winner or their companions act in a way, or cause material to be published, which the Promoter in their sole discretion deem to be inappropriate, aggressive, defamatory, offensive, or contrary to law or the rules (if any), to diminish the good name or reputation of any prize supplier and/or the Promoter, their products and/or services or any of its related bodies corporate, or is



otherwise not in keeping with the spirit of the Promotion;

- (ii) it reasonably believes the winner or their companions pose a safety risk or for any other reason; and (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous including for reasons of health, age, behaviour or safety reasons; or
 - (iii) the winner and/or its companions are under the influence of drugs or alcohol.
- (c) **Tampering.** The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- (d) For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this **Clause 14**. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation will be payable if the winner or their companion are unable to use any element of the Prize for whatever reason.

15 Indemnity Form

If requested by the Promoter, any entrant and companions (where applicable) must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a Prize. Failure to do so means the Promoter may deem that entry invalid.

16 Exclusion of Liability

- (a) The Promoter, and their related bodies corporate will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- (b) Without limiting the previous paragraph, the Promoter and their associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- (c) The Promoter accept no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- (d) The Promoter accept no responsibility related to technical problems and malfunctions in connection with the Promotion.

17 Australian Consumer Laws

The Promoter and their associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be

excluded, the liability of the Promoter and their associated agencies and companies are limited to re-supplying the relevant goods or services or paying the cost of replacing them.

18 Conduct of Promotion

- (a) **Unforeseen Events.** If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize, subject to the approval of the relevant authorities in each Eligible States and Territories.
- (b) **Amendment of Promotion.** Without limiting any other paragraph, the Promoter may at their sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in the Eligible States and Territories, if required.
- (c) **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- (d) **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of this Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

19 Personal Information

- (a) **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's websites at www.novaentertainment.com.au/privacy.
- (b) **Collection Statements.** By entering and participating in the Promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the relevant collection statement notified to the entrant at the time of entering the Promotion.
- (c) **Third Party Personal Information.** Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of their related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

Personal Information means, for the purpose of the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Last updated: 3 October 2017



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