



NOVA
ENTERTAINMENT

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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	Nova's Red Room Unlocked First Tickets
2.	Promoters	Nova 100 Pty Ltd (ACN 094 934 684) of Level 2, 678 Victoria Street Richmond VIC 3121 Vodafone Hutchison Australia Pty Limited (ABN 78 096 304 620) of Level 14, 144 Pacific Highway, North Sydney. 2060
3.	Permit Number	NSW LTPS/17/18394 SA Licence number T17/1898
4.	Websites	Nova 96.9 - www.nova969.com.au Nova 100 - www.nova100.com.au Nova 106.9 - www.nova1069.com.au Nova 91.9 - www.nova919.com.au Nova 93.7 - www.nova937.com.au
5.	Promotion Period	Entry into the Promotion commences at 6:00am AEDT Monday 9 October 2017 Entry into the Promotion closes at 11:59pm AEDT Sunday 29 October 2017
6.	Eligible States and Territories Clause 2	NSW, VIC, QLD, SA, WA
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 submit as many entries as they wish however only one (1) entry will be accepted in the Prize draw specified in the Draw Details. For the avoidance of doubt, unless otherwise expressly stated, entrants and companions may only win one (1) prize each in the Promotion.
9.	Entry Method Clause 3	During the Promotion Period entrants must visit the Website and fully complete the online entry form and register their details in the manner required, including the Entrant's full name, email address, phone, state/postcode, date of birth, and stating whether or not they are a Vodafone customer. All valid entries received during the Promotion Period will be placed into a draw, as set out below under Draw Details.
10.	Entry Restrictions	Entrants must be approved existing Vodafone Australia customers with an active mobile phone number by the end of the Promotion Period (Vodafone Customer). The Promoters may in their sole and absolute discretion verify the prize winner's eligibility (including whether they are a Vodafone Customer) to enter this Promotion and win the Prize.
11.	Draw Details Clause 4	There will be draws conducted by the Promoters to determine the number of winners set out below in each Eligible State, between 10am and 2pm AEDT Thursday 2 November 2017 at the premises of the Promoters. The first valid entries drawn as per the Draw Details below will be awarded a Prize to determine up to a maximum of fifteen (15) winners across all Eligible States: <ul style="list-style-type: none"> • VIC – seven (7) winners



		<ul style="list-style-type: none"> • NSW – two (2) winners • QLD – two (2) winners • SA – two (2) winners • WA – two (2) winners
12.	<p>Prize</p> <p>Clauses 7 - 12</p>	<p>There are up to fifteen (15) prizes to be won each comprising of:</p> <p>For prize winners that reside in the state where the Nova’s Red Room event will take place, the prize consists of two (2) tickets to Nova’s Red Room Unlocked First Tickets as specified by the Promoters at the time of winning (value up to \$400 (incl. GST)).</p> <p>For prize winners that reside in the state that is not where the Nova’s Red Room event will take place (in the Promoters’ sole and absolute discretion), the Prize consists of the following for the Prize winner and their companion (value up to \$3,100 (incl. GST)):</p> <ul style="list-style-type: none"> • Two (2) tickets to Nova’s Red Room Unlocked First Tickets as specified by the Promoter at the time of winning • Two (2) adult economy return airfares from the Prize Winner’s nearest capital city in the state that they ordinarily reside to the capital city location of the Nova’s Red Room Event as specified by the Promoters (inclusive of airfare related taxes and charges) • One (1) night minimum four (4) star accommodation in a hotel to be determined and specified by the Promoters, twin share, to be shared by the winner and their companion • \$250 spending money <p>For the avoidance of doubt, the artist and location of the Nova’s Red Room event is at the sole and absolute discretion of the Promoters.</p>
13.	<p>Prize Restrictions</p> <p>Clauses 7 - 12</p>	<p>Prize must be taken on certain dates</p> <p>Entrants and their companion/s must be able to travel and/or take the Prize during the period or such other dates as notified to the entrant by the Promoters at the time of winning. Dates and schedules of the prizes are not under the Promoters’ control and are subject to change. The Promoters take no responsibility for any date or schedule changes.</p> <p>Other promotions for the Prize</p> <p>Entrants and their companions are ineligible to win and claim the Prize where they have won the Prize (or such similar prize containing tickets to the relevant Nova’s Red Room) under a separate promotion run by either or both the Promoters.</p>
14.	<p>Total Prize Value</p>	<p>Up to total value of \$46,500 (including GST)</p>
15.	<p>Notification of Winners</p> <p>Clause 14</p>	<p>Winners will be notified by one or more of the following by 4:00pm AEDT Friday 3 November 2017</p> <p><input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input 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 14</p>	<p>Winners will be published on the Website by Friday 10 November 2017.</p> <p>For the avoidance of doubt, prize winners may be asked by a representative of the Promoters to appear on air, online or on socials either in the form of name and state or image, etc.</p>
17.	<p>Prize Claim Date</p> <p>Clause 15</p>	<p>Prizes must be claimed by 4:00pm AEDT Wednesday 8 November 2017 (or such other time and date specified by the Promoters at around the time of winning).</p>
18.	<p>Unclaimed Prize Draw</p> <p>Clause 15</p>	<p>The unclaimed prize draw will be conducted at 5:00pm AEDT Wednesday 8 November 2017 at the premise of Nova 100 Pty Ltd.</p>
19.	<p>Prize Delivery</p> <p>Clause 7</p>	<p>The winner’s name will be on the guest list.</p>



20.	Additional Conditions	Not applicable.
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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 Promoters or of their 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 Promoters 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 Promoters 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 Promoters to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoters, be deemed invalid.
- (f) **Proof.** The Promoters may require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoters' 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 Promoters 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 Promoters 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 Promoters).
- (c) Entries that, in the Promoters' 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 Promoters consider to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoters' 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 Promoters 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 Intellectual Property Rights

- (a) Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any trademarks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoters' sole absolute discretion, result in the entry becoming invalid.
- (b) All entries and materials submitted to the Promoters in connection with this Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoters. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - (i) consent to the Promoters using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise this Promotion or for any other purposes;
 - (ii) warrants that their entry is not, and its use by the Promoters (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;
 - (iii) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoters having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoters (or its prize supplier and promotional



partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and

- (iv) will, at the Promoters' reasonable request and at the Promoters' cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7 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.

8 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.

9 Cash Prize

If the Prize includes a cash component, the cash may be electronically transferred into the prize winner's nominated Australian bank account.

10 Travel Prize

If the Prize includes any travel, the following terms and conditions will also apply (where applicable):

- (a) **Blackout periods.** If the Prize includes international or domestic travel, the Prize cannot be taken during peak periods or any travel 'blackout' periods applying which will be specified by the Promoters or applicable prize provider, and must be booked and completed as specified by the Promoters and/or the prize provider or organiser of the Prize.

- (b) **Travel dates.** All travel must be taken or completed by any dates specified by the Promoters and/or prize supplier and is subject to availability. If the Prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoters.

- (c) **Travel and accommodation subject to availability.** Any travel and accommodation constituting part of a Prize (if applicable) are subject to booking availability, availability of select seat class with airlines or specific room category availability with accommodation partner. All costs associated with a travel Prize which are not specified to be included in the Prize, including but not limited to any transfer costs (including transport to and from the airport), meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion/s (if applicable).

- (d) **Travel insurance, visas and vaccinations.** The winner and any travelling companions (if applicable) are responsible for obtaining all necessary valid travel insurance, documents to travel to the relevant country (including a current passport and visas, if required) and any vaccinations.

- (e) **Cancellation, changes, delays, rescheduling etc.** The Promoters are not responsible for any cancellation, changes, delay or rescheduling of events, travel, activities and flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and its companions. In the event that one or more event or activity is no longer available, the remainder of the prize shall constitute the complete and total Prize.

- (f) **Organising travel and transfers.** Unless otherwise specified in the Prize section above, it is the winner's responsibility to organise transport to/from the airport departure/return point.

- (g) **Third party terms and conditions.** Redeeming the prize and any tickets, passes or vouchers issued as part of the Prize is conditional on acceptance of terms and conditions as detailed by the Promoters, any prize providers and the airline carriers in accordance with normal travel practices.

- (h) **Credit card and expenses.** The winner and/or their companions must have a valid credit card. Any spending money, meals, additional activities and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize section above are the responsibility of the winner and his/her nominated companion (if any) as incurred.

- (i) **Amendments and alterations to travel.** Regarding travel, the Prize cannot be amended or altered. If, in the Promoters' sole and absolute discretion, an amendment or alteration to the travel booking is permitted, the winner is responsible for any amendments fees issued by airlines or other prize suppliers as a result of an action of the winner and/or their companion, once booking is confirmed and ticketed.

- (j) **Travel components taken together.** The prize winner and their companion must travel together and participate in the Prize together at all times. All components of the travel Prize must be taken together and when offered or are forfeited. Any element of the Prize not taken will be deemed to be forfeited.

- (k) **Missed flights, etc.** If the winner and/or their companions miss any of the arranged flights or any other travel component, the winner will forfeit the Prize (at the Promoters' sole and absolute discretion).

If the Prize includes any international travel, the following terms and conditions will also apply (where applicable):

- (l) **Mobile phone.** Winners must have a mobile phone with them at all times during their participation in the Prize, and they must



be able to make and receive calls while in overseas locations via global roaming. All costs of the winner's mobile phone will be the responsibility of the winner. The Promoters take no responsibility for any additional costs associated with a winner taking or using a mobile phone during the Prize, including but not limited to all call, data and roaming charges.

- (m) **Comply with reasonable directions.** The prize winner and their companions must follow all reasonable directions given by the Promoters and any prize supplier during the course of their participation in the Prize, including all directions in relation to health, age, behaviour, safety and legal and responsible consumption of alcohol. No compensation will be payable if the winner and/or their companions are unable to use any element of the Prize as stated for whatever reason, including refusal of entry or departure into or out of the relevant country or participation in any other activities for health, age, behaviour or safety reasons. If the winner or their companions fails to participate in the Prize in the manner required, as stated in this condition and/or in the reasonable opinion of the Promoters or any prize supplier, the balance of the Prize will be forfeited with no compensation payable.

11 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.

12 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.

13 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.

14 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.

15 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.

16 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 Promoters (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.

17 Disqualification

- (a) **Compliance with Terms of Entry.** If the Promoters 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 Promoters have announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
- (b) **Behaviour.** The Promoters reserve 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 Promoters 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 Promoters, 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 Promoters reserve 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 Promoters' 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 17**. Failure by the Promoters 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.

18 Indemnity Form

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

19 Exclusion of Liability

- (a) The Promoters, 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 Promoters and their associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- (c) The Promoters 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 Promoters accept no responsibility related to technical problems and malfunctions in connection with the Promotion.

20 Australian Consumer Laws

The Promoters 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 Promoters and their associated agencies and companies are limited to re-supplying the relevant goods or services or paying the cost of replacing them.

21 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 Promoters, 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 Promoters 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 Promoters 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.

22 Personal Information

- (a) **Privacy Policy.** A copy of the Promoters' Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoters' websites at www.novaentertainment.com.au/privacy and <http://www.vodafone.com.au/about/legal/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 Promoters 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 Promoters and any of their related bodies corporate and to be contacted by the Promoters or any of its related bodies corporate in relation to this Promotion.



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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: 28 September 2017