



NOVA
ENTERTAINMENT

nova smoothfm
★STAR104.5 FIVEaa

General Competition Terms of Entry

1 General

(a) These Terms of Entry apply to all promotions conducted by the Nova Entertainment group stations referred to in **paragraph 1(b)** below (each, a **Promoter**), which are not covered by Terms of Entry specific to that promotion (**Promotion**). By entering, entrants accept these Terms of Entry. These Terms of Entry may be amended or replaced from time to time; entrants should check the Promoter's website (as specified in **paragraph 1(b)**) for the current version.

(b) The Promoter is the Nova Entertainment group station which is conducting the Promotion. The contact details and websites of the Nova Entertainment group's stations are as follows:

Nova Entertainment Pty Ltd (ACN 093 553 989) Level 5, 33 Saunders Street Pyrmont NSW 2009

Nova 96.9 Pty Ltd (ACN 092 545 689), Level 5, 33 Saunders Street Pyrmont NSW 2009, www.nova969.com.au and www.novafm.com.au/nova969/;

Nova 100 Pty Ltd (ACN 094 934 684), Level 2, 678 Victoria Street Richmond VIC 3121, www.nova100.com.au and www.novafm.com.au/nova100/;

Nova 106.9 Pty Ltd (ACN 108 206 079), Level 3, 130 Commercial Road Teneriffe QLD 4005, www.nova1069.com.au and www.novafm.com.au/nova1069/;

Nova 91.9 Pty Ltd (ACN 106 082 044), Level 3, 75 Hindmarsh Square Adelaide SA 5000, www.nova919.com.au and www.novafm.com.au/nova919/;

Nova Entertainment (Perth) Pty Ltd (ACN is 099 052 481) of Level 1, 464 Hay Street Subiaco WA 6008, www.nova937.com.au and www.novafm.com.au/nova937/;

Smoothfm 95.3 Pty Ltd (ACN 108 206 051), Level 3, 33 Saunders Street Pyrmont NSW 2009, www.smoothfm953.com.au and www.smoothfm.com.au;

Smoothfm 91.5 Pty Ltd (ACN 110 000 596), Level 2, 678 Victoria Street Richmond VIC 3121, www.smoothfm915.com.au and www.smoothfm.com.au;

Star 104.5 Pty Ltd (ACN 101 607 676), Level 1, 4 Ilya Avenue Erina NSW 2250, www.star1045.com.au; and

Festival City Broadcasters Pty Ltd (ACN 007 767 768), Level 4, 75 Hindmarsh Square, Adelaide SA 5000, www.fiveaa.com.au.

(c) If the Promotion is a game of chance conducted in NSW, it is authorised under the blanket permit specified below (as applicable):

Nova 96.9 Pty Ltd: LTPM/17/02604

Star 104.5 Pty Ltd: TBC

2 Eligible Entrants

(a) **Eligible States and Territories.** Entry is open only to residents of the Australian state(s) where a Promotion is being conducted.

(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 a 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 a promotion is ineligible to enter the Promotion.

(d) **Previous or Multiple Winnings.** A person is ineligible to enter a 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 relevant promotion period (or such other period notified to the entrant by the Promoter). Entrants are restricted from winning entry to the same Nova's Red Room event under multiple Promotions conducted by the Promoter/s and its various promotional partners.

(e) **Correct Information.** Entrants must only enter a Promotion in their own name. Any entries of an entrant who is deemed by a Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of that Promoter, be deemed invalid.

(f) **Age.** If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or legal guardian (who is aged over 18 years). The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.

(g) **Proof.** A 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 specified by the Promoter during the relevant promotion period. Entries must be received by the Promoter during the promotion period. Entrants may submit up to the maximum number of entries specified by the Promoter and multiple entries (if permitted by the Promoter) must be submitted separately and must independently comply with these Terms of Entry.

(b) **SMS Entry.** If the Promotion involves SMS entry, the maximum cost of each SMS is 55 cents (incl. GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants under the age of 18 must obtain the bill payer's permission prior to entering. The Promoter's service provider is Salmat Digital Pty Ltd (helpline: 1300 131 276).

(c) **Phone Entry.** If a Promotion involves entry via a promotion phone line, the maximum cost of a call to the promotion phone line is 55 cents (incl. GST) except that higher rates may apply from mobile or public phones. Entrants under the age



of 18 must obtain the bill payer's permission prior to entering.

- (d) **Online Entry.** Costs associated with accessing any website remain an entrant's responsibility and may vary depending on Internet Service Provider used.
- (e) **Social Media Entry.** If a Promotion is conducted or involves entry via a social media platform, the following will apply:
- (i) an entrant's entry must be submitted by the individual entrant;
 - (ii) entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;
 - (iii) use of social media platforms is subject to the terms and conditions of use of that social media platform;
 - (iv) entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. The winner and their companion(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users; and
 - (v) to the extent permitted by law, the winner and their companions agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with the Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companions in respect of their participation in the Promotion.
- (f) 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, Draw Details and Judging**

- (a) A Promotion may be drawn and/or decided at the time, on the date/s and at the location/s as specified by the Promoter. The prize/s will be awarded to a valid entrant or entrants (as applicable) who are randomly drawn or are deemed to have submitted the "best" entry, as determined by the judges, in accordance with the details specified by the Promoter regarding how the prize/s will be awarded.
- (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 considers 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).
- (d) If the Promotion is a game of skill, chance plays no part in determining the winner/s and each valid entry will be individually judged (by representatives of the Promoter) based on the judging criteria specified by the Promoter.
- (e) The Promoter's decisions are final and no correspondence will be entered into.

5 **Use of Entries**

- (a) By entering the 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 Promoter, 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 visible logos, drawings, cartoons, phrases, 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 Promoter's sole absolute discretion, result in the entry becoming invalid.
- (b) All entries and materials submitted to the Promoter in connection with the Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter. Each entry must be the entrant's original work. By entering the Promotion entrants:
- (i) consent to the Promoter 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 the Promotion or for any other purposes;
 - (ii) warrants that their entry is not, and its use by the Promoter (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 Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (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 Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7 **Challenge**

- (a) If the Promotion involves a challenge, the challenge will be conducted in accordance with any challenge details specified by the Promoter and as notified by the Promoter to the entrants at the time of participating in the challenge.
- (b) Should the challenger refuse, or fail to satisfactorily complete the challenge in accordance with the challenge details and/or within the time specified by the Promoter, they will not receive any prize (or progress to the next stage of the Promotion, where applicable) and the Promoter will not be required to conduct the challenge again (in its sole and absolute discretion). The Promoter's decision as to the result of the challenge is final and no correspondence will be entered into.

8 **Prize (General)**

- (a) **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 Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied for that element of the prize.

- (b) **Variation in Prize value.** The Promoter accepts no responsibility for any variation in prize value. Where a prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Eligible States and Territories.
- (c) **Tax Implications.** The Promoter is not responsible for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of the 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.
- (d) **Prize Delivery.** Prizes will be provided by the Promoter to the winner as specified by the Promoter.

9 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 Promoter 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.

10 Cash Prize

Any cash prizes will be electronically transferred into the prize winner's nominated Australian bank account (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age).

11 Apple Products

If the prize includes an Apple product, entrants acknowledge that Apple is not a participant in or sponsor of the Promotion.

12 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 Promoter or applicable prize provider, and must be booked and completed as specified by the Promoter 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 Promoter 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 Promoter.
- (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. The winner should consult the Embassy or Consulate of that jurisdiction for up-to-date information to ensure they can obtain the required visa prior to travel, in order to accept the prize. If the winner and/or their companion is unable to obtain a relevant visa or travel document, and/or is refused entry into the relevant country, the winner may forfeit the prize, in the sole and absolute discretion of the Promoter.
- (e) **Cancellation, changes, delays, rescheduling etc.** The Promoter is 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 Promoter, 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 specified by the Promoter 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 Promoter's 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 Promoter's sole and absolute discretion).

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

- (l) **Valid and current passport.** The winner and their companion (if any) must hold a passport (which is current and valid at the time of entering the Promotion) with at least six (6) months



validity from the travel date of the prize. The winner and their companion must provide a copy of their passports at the time of winning to verify the validity. If the winner and/or their companion do not supply their passports as requested, the winner will forfeit the prize as determined by the Promoter in the Promoter's sole and absolute discretion.

- (m) **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 Promoter takes 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.
- (n) **Comply with reasonable directions.** The prize winner and their companions must follow all reasonable directions given by the Promoter 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 Promoter or any prize supplier, the balance of the prize will be forfeited with no compensation payable.

13 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 Promoter's 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 Promoter 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.

14 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.

15 Publicity

- (a) Entrants must, at the Promoter's request, participate in all promotional and publicity activity in connection with the Promotion or the winning of any Prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition.
- (b) An entrant consents to the Promoter, its 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 a Promotion.

16 Notification and Publication of Winners

The winner/s will be notified as follows:

- (a) **In NSW:** on air and/or in writing and for games of chance where prizes are valued over \$500 (incl. GST), winners will have their name published on the relevant Promoter's website as specified in **paragraph 1(b)**;
- (b) **In VIC:** on air and in writing and for games of chance where prizes are valued over \$1,000, winners will have their name published on the relevant Promoter's website as specified in **paragraph 1(b)**, for a period of no less than 28 days;
- (c) **In SA:** on air and in writing and for games of chance where prizes are valued over \$250 winners will have their name published in a newspaper circulating in South Australia one week after the final draw/decision date. If the Promotion has only been advertised in a particular publication or website, or if an entry is only permitted on a particular website, results may be published in that publication or website; and
- (d) **In all other states:** on air and/or in writing.

17 Prize Claim Date and Unclaimed Prize Draw

Prizes must be claimed by the following date/time (the **Prize Claim Date and Time**):

- (a) **Games of Skill:** by the date and time as specified by the Promoter. If a date/time is not specified, prizes must be claimed within 3 months of the final decision date;
- (b) **Games of Chance** with event-based or perishable prizes: by the date and time as specified by the Promoter. If a date/time is not specified, prizes must be claimed by the date of the relevant event (if applicable) or within 21 days of the final draw/decision date, whichever occurs sooner; and
- (c) **Games of Chance** with non event-based or non perishable prizes:
- **SA and NSW:** within 3 months of the final draw/decision date;
 - **VIC:** within 28 days of the final draw/decision date; and
 - **In all other states:** by the date and time as specified by the Promoter.
- (d) If a date/time is not specified, prizes must be claimed within 3 months of the final draw/decision date.
- (e) Unless otherwise specified, winner/s must collect their prize/s from the Promoter's station address (as specified in **paragraph 1(b)**).
- (f) If any prize is not claimed by the Prize Claim Date and Time in NSW, SA or QLD, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant prize/s by, for games of skill, awarding the relevant prize/s to the next best valid entry or entries (as applicable) or, for games of chance, by conducting such further draws at the location/s and on the date/s specified by the Promoter as are necessary to distribute the prize/s, subject to any directions given by any relevant authority.
- (g) If any prize is not claimed by the Prize Claim Date and Time in VIC or WA, the relevant winner's entry will be deemed invalid and the unclaimed prize/s will be distributed at the Promoter's discretion. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with **paragraph 16**. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses



incurred by the Promoter), subject to the approval of the relevant authorities in the relevant state, if required.

18 Risks, Health, Criminal History and Safety

- (e) 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, Challenge or prize (where applicable). The prize winner and their companions must declare to the Promoter and/or any prize supplier any health-related issues that may affect their safe participation in any part of the Promotion, Challenge or prize (where applicable) and obtain a written clearance from their doctor in this respect.
- (f) 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 Promoter and any partnering clients as determined by them in their absolute discretion.
- (g) Entrants acknowledge that there may be inherent risks in some aspects of the Promotion, including without limitation any Challenge involved in the Promotion or the prize, and that participation in the Promotion and/or using the prize may involve participating in dangerous activities. By entering the Promotion and/or accepting the prize, entrants accept that risk.
- (h) In order to participate in the Promotion, any Challenge 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.
- (i) 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 the Promotion, any Challenge and/or undertake the activities awarded as part of the prize.
- (j) The Promoter (upon consultation with any relevant qualified person) reserves 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, Challenge 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.
- (k) The prize winner and a companion consent to the Promoter conducting a criminal record check prior to their participation in the prize. The Promoter may, in its sole and absolute discretion, refuse the prize winner and/or their companion's participation in the prize, if the prize winner and/or their companion have a criminal record or any criminal charges pending. In these circumstances, the prize winner and/or their companions will forfeit all claims in relation to the prize.

19 Disqualification

- (a) **Compliance with Terms of Entry.** If the Promoter becomes 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 has 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 its sole discretion deems 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, its 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 the 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 19**. 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.

20 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.

21 Exclusion of Liability

- (a) The Promoter, its promotional partners, prize supplier 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 the 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 its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- (c) The Promoter accepts 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 has no control over communications networks or services, the Internet, or computer or telephone networks or



lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

22 Australian Consumer Laws

The Promoter and its 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 its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

23 Conduct of Promotion

- (a) **Unforeseen Events.** If for any reason any aspect of the 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 the 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, a Promoter may at its sole discretion amend any aspect of the 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 relevant state, if required.
- (c) **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or in any advertisement relating to the 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 the 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.

24 Personal Information

- (a) The Promoter collects and stores Personal Information about an entrant on its databases to include the entrant in a promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the entrant cannot enter the promotion and is deemed ineligible. The Promoter may disclose entrant's personal information to its Australian related companies, promotional partners, contractors and agents to assist in conducting the Promotion or communicating with entrants.
- (b) An entrant also agrees that the Promoter may, in the event

the entrant is a winner, publish or cause to be published the entrant's name and locality in any media. An entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address as stated in **paragraph 1(b)**. All Personal Information will be stored at the offices of the Promoter or by its data storage providers. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be accessed on the Promoter's website at <http://www.novaentertainment.com.au/privacy>.

- (c) The Promoter will provide to the entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the Privacy Act 1988 (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth). 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 collection statement.
- (d) By entering the Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with direct marketing materials, including information on special offers or to advise the entrant of the Promoter's other programs, products, services, events or activities that the Promoter believes the entrant may be interested in, via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future.
- (e) The Promoter may share information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By registering in the promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in this condition.

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: 6 December 2017