

Permit No: NSW Permit No. LTPS x SA Licence No. x ACT Permit No. x
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Competition Terms and Conditions Schedule

These Terms and Conditions are in two parts:

Part 1: Christmas Light Residents – Game of Skill

Part 2: Voter draw – Game of Chance

Part 1: Christmas Lights Residents – Game of Skill	
1.1: Name of Promotion	CHRISTMAS LIGHTS MAP (REGISTRATION)
1.2: Promoter Name & ABN	Radio Ballarat Pty Ltd (trading as 103.1 Power FM & 3BA FM 102.3) ABN 007-225-836
1.3: Stations	Power FM Ballarat 103.1 & 3BA FM 102.3
1.4: Websites	www.powerfmballarat.com.au & www.3ba.com.au
1.5: State or Territory	VIC
1.6: Competition Period Start Date & Time	Registration commences 20 th November 2024 at 5:30am AEST The Promoter reserves the right to tease the promotion prior to the competition start date.
1.7: Competition Period Close Date & Time	Registration commences 20 th November 2024 at 5:30am AEST Registration concludes 11 th December 2024 at 5pm AEST or whenever the prize has been awarded. The Promoter reserves the right to: (i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period. (ii) terminate the competition subject to any direction from a regulatory authority.
1.8: Entry Restrictions	For the purposes of this section 8, an Entrant is a person who uploads a photo of their Christmas Lights for this competition.

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- a) Entrants must be 18 years of age or over at the time of entry.
- b) Entrants must reside within the following area: within the VIC Power FM broadcast region as determined by the Promoter. On entering the competition, entrants must include their suburb. The selected suburb must be located within the greater Ballarat enter the competition.
- c) Entrants must be either the:
 - (i) owner and resident of the property the subject of their entry; or
 - (ii) the exclusive lessee of the property the subject of their entry and have the express consent of the owner to enter the competition.
- d) Entrants must comply with the insurance and indemnity requirements in section 20 below. Any Entrant that fails to meet these requirements may be disqualified.**
- e) Entrants must comply with the safety requirements in section 21 below. Any Entrant that fails to meet these requirements may be disqualified.**
- f) Entrants must comply with the special conditions for Christmas Lights in section 22 below. Any Entrant that fails to meet these requirements may be disqualified.**
- g) Employees of the Promoter and their immediate families of are ineligible to participate in this competition including by nominating a house, voting or being nominated as an entrant for this competition.
- h) Employees and their immediate families of all associated sponsors and participating companies are also ineligible to participate.
- i) Entrants acknowledge that they must be contactable by the Promoter in order to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity.
- j) Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.
- k) If a nominated house breach of eligibility is discovered after the announcement of the house, the prize will be awarded to the house with the next highest number of votes.
- l) The Promoter reserves the right to change the entry of the competition at any stage throughout the promotion.
- m) Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner. Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner [applicable for cash prizes]

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	<p>n) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia.</p> <p>o) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</p> <p>p) As part of the promoter’s general right to exclude any Entrant, the promoters of the Christmas Lights Competition reserve the right, at their sole discretion, to refuse any entry to the Christmas Lights Competition, or to disqualify from the Competition, any person or persons who are found to have a criminal conviction or to be subject to criminal charges or investigation which the promoter regards as incompatible with the promotion or who are otherwise deemed to be involved in the Christmas Lights Competition for the purposes of unlawful activity.</p>
1.9. How to enter	<p>Online registration for on-air activity:</p> <p>(a) During the competition registration period listeners will be invited to visit the Station Website at www.powerfmballarat.com.au and nominate their favourite Christmas Lights by completing the online nominations form, including by providing their contact details, 25 words or less description of their display, and a photo of the Christmas Lights display.</p> <p>(b) At the conclusion of the competition registration period, all successful entrants will transfer to public voting.</p> <p>(c) At the end of the voting period the house with the most votes via www.powerfmballarat.com.au will be named Power FM Ballarat’s Christmas Lights winner.</p> <p>(d) The Station may use the entrants, and their stories live on air in connection with the Promotion over the specified Competition Period. For example, the Promoter in its absolute discretion may invite entrants to air to talk about their entry. If an entrant is invited to speak on air this does not deem him/her as a winner. The Promoter in its absolute discretion has the right to share entrants’ stories online and via its social media platforms.</p>
1.10. Limitation on entries	<p>Nominations</p> <p>a) Only one Christmas Lights display can be nominated throughout the promotion.</p> <p>b) If any duplicate entries are received from the same Entrant these will be removed or deleted prior to the final draw</p> <p>Promotion is not open to:</p> <p>a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;</p> <p>b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);</p>

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	<p>c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;</p> <p>d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than \$500 in the 30 days prior to the commencement of the Promotion, or \$20,000 in the 6 months prior to the commencement of the Promotion.</p>
1.11. Challenge Details	N/A
1.12. Judging Criteria	<p>Major prize for Christmas Lights Display The Christmas Lights display with the most listener votes will win, as determined by the Promoter based on the website voting system.</p>
1.13. Draw Details	N/A
1.14: Prize Details	<p>There is 1 major prize for 1 entrant (for 1 minor prize for 1 online voter see part 2 of these Terms and Conditions)</p> <p>Major Prize for Christmas Light Display: \$200 Groceries Gift Card</p> <p>No refund or exchange will be given for any prize.</p>
1.15: Total Prize Value	Total prize value is up to \$200 (inc. GST)
1.16: Winner Notification	<p>a) Winners will be notified: b) via SMS; c) via telephone; d) on air at the time of winning;</p>
1.17. Publication Details	Winners of prizes valued at over \$500 (inc GST) will be published on the Station Website 'WIN' Page.
1.18: Prize Claim and Delivery	<p>Prizes must be claimed by 31 March 2025.</p> <p>a) Prize/s must be claimed within 3 months from the date of the contest win b) Prizes cannot be refunded, sold or redeemed for cash.</p>

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	<ul style="list-style-type: none"> c) Winners may be required to prove their identity and show evidence as documented on their birth certificate, driver's licence or passport before any prize is rewarded. d) Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption. e) If the prize has been arranged for a certain time/date then the winner must be available to take this as specified by the Promoter. f) If the winner is unable to facilitate this, then they may be required to forfeit the prize. g) The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.
<p>1.19. Prize Claim Time limit & Unclaimed Prizes</p>	<p>Prize Claim If the winner does not claim their prize(s) by 31 March 2025, they will forfeit their prize, and the prize will be reallocated to the Entrant with the second highest number of votes, as determined by the Promoter based on the website voting system.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.</p>
<p>1.20 Safety Requirements</p>	<p>Local authority permission Entrants must check with their local council to confirm whether any permit, authorisation or special permission is required to install and display their Christmas lights. If any permit authorisation or special permission is required, the Entrant must obtain this before entering this Competition. The Entrant must comply with the terms of any permit, authorisation or special permission throughout the Competition.</p> <p>Electricity Entrants acknowledge that they are aware that the misuse of electricity can cause injury or death. Entrants acknowledge that electrical safety is paramount and that they must make themselves aware of the safest way to install and operate their Christmas Light Display, and that they must exercise best practice for electrical safety at all times, including:</p> <ul style="list-style-type: none"> a) Entrants must not use any indoor lighting products outside. b) Entrants must not use indoor extension cords outside. c) Entrants must only use specially made external power points outside their homes. Internal power points are not made to handle exposure to weather. d) Entrants must confirm whether their home has a safety switch. Entrants must use a portable safety switch if they do not have one installed. e) Entrants must not overload power outlets.

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- f) Entrants must not use double adapters and powerboards for their lights displays. Only one set of lights per outlet should be used.
- g) Entrants must not cover their Christmas lights while the lights are operating.
- h) Entrants must turn off their lights if water will come into contact with the lights.
- i) Entrants must turn off their lights at the outlet when not in use.
- j) Entrants must not modify their Christmas lights. Entrants must comply with the manufacturer's instructions of all products used.
- k) Entrants must only use Christmas lights that meet Australian Standards. Entrants must check for a compliance number on the packaging.
- l) Entrants must never use damaged or faulty Christmas lights.
- m) Entrants must not hang Christmas lights near any flammable object, or create any fire hazard with their Christmas lights.
- n) Entrants must turn off their Christmas lights when performing maintenance.

Power FM Ballarat & 3BA takes no responsibility for the misuse of electrical products.

Power FM Ballarat & 3BA encourages Entrants to obtain an inspections by qualified electricians to check the safety of the Entrant's display.

Removal of hazards

The Entrant acknowledges that they as the home-owner or resident are responsible for their lights display. It is the Entrants whether or not to invite spectators on to their property. The Entrant acknowledges that inviting people onto their property increases their risk and potential liability. If the Entrant does not, or cannot prevent spectators from coming on to their property then the Entrant must take reasonable precautions to remove hazards that pedestrians could encounter, including:

- a) Mowing lawns
- b) Filling in holes in the ground
- c) Removing or clearly marking cracked and broken pavement and other trip hazards.
- d) Covering any cords or cables

Power FM Ballarat & 3BA and its associated companies accept no responsibility or liability for any actions or incidents relating to or occurring during the Christmas Lights promotion at or near the property of any individual Entrant.

Public health requirements

Entrant displays must be compliant with any public health requirements and/or covid-19 restrictions as at the time of display, including social distancing and/or any check-in requirements. Compliance with any public health requirements is the responsibility of the entrants.

Road safety

Entrants must ensure road safety around their display and comply with all applicable rules and regulations. For road safety information contact the local police station or council. Power FM Ballarat & 3BA takes no

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	<p>responsibility for traffic control or traffic gridlocks.</p> <p>No use of footpaths or areas or facilities outside Entrant’s property Entrants are not to use the footpath, verge, stormwater, road, Energex electrical poles or any property outside their boundary for any purpose of their display unless they obtain written permission from the relevant authorities, utilities or property owners prior to entering.</p> <p>Consideration for neighbours The Entrant acknowledges they must endeavour to cause the least possible disruption to their neighbours. The Entrant must:</p> <ol style="list-style-type: none"> Position their lights to reduce impact on neighbouring homes including windows and private areas. Ensure lights are on only when display is in use. Discourage spectators from entering neighbouring properties. Not install or use displays that generate excessive noise. <p>Removal and overnight storage For safety and security reasons the organisers recommend that Christmas Lights displays are designed to be removed and secured overnight. The security of all aspects of the display is the sole responsibility of the Entrant.</p> <p>Weather Entrants acknowledge it is their responsibility to be aware of weather conditions. In the event of inclement weather that a reasonable person would consider hazardous (for example, rain or high winds), Entrants must switch displays off and place under cover until weather permits and conditions are safe for the lights to operate.</p>
<p>1.21 Insurance and Indemnity Requirements</p>	<p>Landlord’s approval (if applicable) Rental properties must obtain written permission from their landlords before entering their display.</p> <p>Entrants must have insurance All entrants are required to have:</p> <ol style="list-style-type: none"> Home and contents a current home and contents insurance, which protects them for damage to their property caused by their light display; and Public liability a public liability policy in the minimum amount of \$5 million which protects them for liability for third party personal injury or third party property damage in relation to any proposed activity as part of participation in this Christmas Lights promotion. Power FM Ballarat may, in its absolute discretion, choose to waive this requirement for any Entrant on the basis of the indemnity and waiver referred to below provided by that Entrant. <p>Entrants must sign indemnity and waiver</p> <p>Each Entrant acknowledges that they as the home-owner or resident are fully and solely responsible for their Christmas Lights display, and everything associated with their Christmas Lights display.</p> <p>All Entrants must sign an indemnity and waiver in favour of the</p>

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	<p>promoter Power FM Ballarat & 3BA and its associated companies) and sponsor if applicable, where the Entrant takes full responsibility for any claim that the Entrant might have, or that a third party might have because of or relating to the Entrant’s Christmas Lights display.</p> <p>Power FM Ballarat and its associated companies accept no responsibility or liability for any actions or incidents relating to or occurring during the Christmas Lights promotion at or near the property of any individual Entrant.</p> <p>Power FM Ballarat and its associated companies accept no responsibility or liability for any claim by any third party arising out of an Entrants Christmas lights display.</p> <p>The promotor and sponsors accept no responsibility for damage, injury or theft, which may occur as a result of your entry into the Christmas Lights Competition.</p>
1.21. Special conditions for Christmas Lights display	<p>Operate for the whole Competition period While it is not necessary for an Entrant to operate during particular hours,eEntrants are required to run their Christmas Light Display for at least one hour each day during the Competition period (unless it is unsafe to do so, for example due to weather).</p> <p>No collection boxes Collection boxes are strictly prohibited unless a letter of authority from a registered charity is obtained and prominently displayed and is approved by the Christmas Lights Manager. Collections for personal gain of the entrant are strictly prohibited and will lead to disqualification from the competition.</p> <p>Permission required for commercial signage Written permission from the Christmas Lights Manager or organisers must be gained to display commercial signage at any Christmas Lights display. Under no circumstances can signage be displayed which is in opposition to Power FM Ballarat or the Christmas Lights sponsors as listed on the entry form.</p>
1.22. Special conditions General	<p>General</p> <p>Online voting real time updates or leaderboard will not be displayed on the website throughout the competition.</p> <p>Power FM Ballarat & 3BA/ARN reserves the right to alter or drop contest spots from the competition due to changed programming conditions in the event of a natural disaster or for any other unforeseeable reason.</p> <p>The use of any automated entry software or any other mechanical or electronic entry that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.</p>

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Failure to comply with the Terms and Conditions of Entry may lead to immediate cancellation of your entry and withdrawal of any prizes awarded.

All entrants agree to allow the promotor to put their name address and images in association with this event within all print & press including web material that involves the Christmas Lights Competition.

The Promoter's decision is final and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).

Prizes awarded are subject to availability and are at the complete discretion of the Promoter.

Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated.

Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.

Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.

Information collected

The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter's privacy statement at <http://www.arn.com.au/about-us/privacy-policy/>.

Contesting dates

Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due to talent being unavailable, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.

Promoter's right to request further information

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The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.

Promoter's right to exclude any entrant

The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

Photos/Videos/25 word answers and other material submitted as part of Entry

By entering this competition, Entrants agree that:

- All photos, videos or other material submitted as part of their entry are owned by them;
- Materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s);
- Materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, discriminatory or otherwise inappropriate.

For the avoidance of doubt, the Promoter reserves the right to invalidate any entry which does not meet the criteria above.

Phone calls

If an entrant's phone line drops out, or for any reason the entrant's answer is inaudible, or the announcers are unable to hear the entrant on the phone line, the Promoter (in its sole and absolute discretion) may decide to replace the selected entrant by randomly selecting another entrant who has called through to the Station.

Entrants agree to avail themselves for a photo if required by Power FM Ballarat and acknowledge that Power FM Ballarat has the right to utilise publicity photos in any reasonable manner it sees fit.

On air interviews, photo and video of winners

It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.

Licence to use Entrant's likeness - Consent to broadcast participation in contest

By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition.

Consent to broadcast participation in offsite contest

Entrants also authorise the Promoter to publish their likeness or matter that identifies them in any material associated with the Activity. Such publication may include radio and television broadcast, posting on websites or social media, diffusion by pay-TV and the Entrant

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acknowledges that they have no copyright in such material.

Filmed activities / challenges

The Winner must agree that they are willing for the activity to be filmed, photographed or otherwise recorded and cooperate with all steps to provide and/or obtain the necessary permits, approvals and consents required and to sign any related agreement in relation to the activity indicating that they have done so.

Indemnity

Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever.

Facebook/Instagram/Twitter

The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.

When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.

You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.

The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.

When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.

Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.

Harassment

Any form of harassment against the employees or agents of the Promoter during or after the Competition Period is strictly prohibited. Harassment is unacceptable and unreasonable behaviour that will be met by the Promoter with zero tolerance. Entrants who harass employees or agents regarding the outcome of their participation in this Promotion via (but not limited to) phone, text, mail, social media and/or in person interactions may be deemed ineligible to enter any and all current or future promotions and may be blocked from contacting the

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	Promoter, its employees or agents at the Promoter’s sole discretion and correspondence will not be entered into regarding the Promoter's decision.

Part 2: Voter draw – Game of Chance	
2.1: Name of Promotion	CHRISTMAS LIGHTS MAP (REGISTRATION)
2.2: Promoter Name & ABN	Radio Ballarat Pty Ltd (trading as 103.1 Power FM & 3BA FM 102.3) ABN 007-225-836
2.3: Stations	Power FM Ballarat 103.1 & 3BA FM 102.3
2.4: Websites	www.powerfmballarat.com.au & www.3ba.com.au
2.5: State or Territory	VIC
2.6: Competition Period Start Date & Time	Voting commences 12 December 2024 at 5:30am AEST The Promoter reserves the right to tease the promotion prior to the competition start date.
2.7: Competition Period Close Date & Time	Voting commences 12 December 2024 at 5:30am AEST Voting concludes 18 December 2024 at 5pm AEST or whenever the prize has been awarded. The Promoter reserves the right to: <ul style="list-style-type: none"> (iii) amend the contesting period at its absolute discretion including to close the competition within the Competition Period; (iv) terminate the competition subject to any direction from a regulatory authority.
2.8: Entry Restrictions	For the purposes of this section 8, an Entrant is a person registers a vote for their favourite Christmas Lights Display (see Competition Part 1 above). <ul style="list-style-type: none"> q) Entrants who provide incorrect, misleading, or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.

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	<ul style="list-style-type: none"> r) Employees of the Promoter and their immediate families of are ineligible to participate in this competition including by nominating a house, voting or being nominated as an entrant for this competition. s) Employees and their immediate families of all associated sponsors and participating companies are also ineligible to participate. t) Entrants acknowledge that they must be contactable by the Promoter to be successful. Entrants unable to be contacted in accordance with these terms for any reason will forfeit their prize / opportunity. u) The Promoter reserves the right to change the entry of the competition at any stage throughout the promotion. v) Promotions are not open to any person, including Australian residents, entering the competition from outside of Australia. w) Entrants may be required to sign a legal indemnity form prior to accepting any prizes. x) Entrants must be a resident in the VIC
2.9. How to enter	<p>Online registration for draw to play: During the Competition Period:</p> <ul style="list-style-type: none"> (1) Entrants must visit their Station Website during the Competition Period or via the QR code found on the Christmas Lights signs at registered entrants lights and fully complete the online entry form, including by providing their name, contact number, Year of Birth, email address and Christmas Lights vote (2) At the conclusion all valid entries received will be placed into a random electronic prize draw to participate in the competition.
2.10. Limitation on entries	<p>Limitations on entries are as follows:</p> <ul style="list-style-type: none"> (1) Entrants may only submit one entry to vote per day into the competition on behalf of themselves. (2) Any additional entries will be automatically void by the Promoter. <p>Promotion is not open to:</p> <ul style="list-style-type: none"> e) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion; f) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household); g) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;

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	h) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than \$500 in the 30 days prior to the commencement of the Promotion, or \$20,000 in the 6 months prior to the commencement of the Promotion.
2.11. Challenge Details	N/A
2.12. Judging Criteria	N/A
2.13. Draw Details	The draw for the successful voter will be announced live at Thursday 19 th December at 8:30AM AEST at Power FM Ballarat & 3BA FM 102.3.
2.14: Prize Details	<p>There is 1 minor prize for 1 Entrant (for 1 major prize for Christmas Lights Display entrants see part 1 of these Terms and Conditions)</p> <p>1. ONLINE VOTER: \$200 GROCERIES GIFT CARD</p> <p>No refund or exchange will be given for any prize.</p>
2.15: Total Prize Value	Total prize value is up to \$200 (inc. GST)
2.16: Winner Notification	<p>e) Winners will be notified:</p> <p>f) via SMS;</p> <p>g) via telephone;</p> <p>h) on air at the time of winning;</p>
2.17. Publication Details	Winners of prizes valued at over \$500 (inc GST) will be published on the Station Website 'WIN' Page.
2.18: Prize Claim and Delivery	<p>Prizes must be claimed by 31 March 2025.</p> <p>a) Prize/s must be claimed within 3 months from the date of the contest win</p> <p>b) Prizes cannot be refunded, sold or redeemed for cash.</p> <p>c) Winners may be required to prove their identity and show evidence as documented on their birth certificate, driver's licence or passport before any prize is rewarded.</p> <p>d) Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption.</p> <p>e) If the prize has been arranged for a certain time/date then the</p>

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	<p>winner must be available to take this as specified by the Promoter.</p> <p>f) If the winner is unable to facilitate this, then they may be required to forfeit the prize.</p> <p>g) The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter’s control. No compensation or replacement prizes will be offered.</p>
2.19. Prize Claim Date and Time & Unclaimed Prize Draw	<p>Prize Claim If the winner does not claim their prize(s) by 31 March 2025, they will forfeit their prize.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter’s control. No compensation or replacement prizes will be offered.</p> <p>Unclaimed prize draw If the prize remains unclaimed after the specified time, a re-draw will be announced live at Wednesday 19th March at 8:30AM AEST at Power FM Ballarat & 3BA FM 102.3</p>
2.20. Special conditions	<p>By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use the materials for the purposes of conducting the competition and for marketing and promotional purposes.</p> <p>Online voting real time updates or leaderboard will not be displayed on the website throughout the competition.</p> <p>Power FM Ballarat & 3BA/ARN reserves the right to alter or drop contest spots from the competition due to changed programming conditions in the event of a natural disaster or for any other unforeseeable reason.</p> <p>The use of any automated entry software or any other mechanical or electronic entry that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.</p> <p>Failure to comply with the Terms and Conditions of Entry may lead to immediate cancellation of your entry and withdrawal of any prizes awarded.</p> <p>All entrants agree to allow the promotor to put their name address and images in association with this event within all print & press including web material that involves the Christmas Lights Competition.</p> <p>Entrants agree to avail themselves for a photo if required by Power FM Ballarat & 3BA and acknowledge that Power FM Ballarat has the right to</p>

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utilise publicity photos in any reasonable manner it sees fit.

The Promoter's decision is final and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).

Prizes awarded are subject to availability and are at the complete discretion of the Promoter.

Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control (including for example COVID-19), the Promoter takes no responsibility and the Prize Winners will not be compensated.

Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.

It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.

Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.

Special consent to broadcast FOR MINORS

By entering this competition, parents/guardians acknowledge that their child (**Minor**) will be participating in the promotion and it may feature audio recordings of the nominated contestant and that they may be broadcast, communicated or published by the Station or otherwise receive publicity. Entrants expressly authorise the Promoter to publish the Minor's likeness or matter that identifies the Minor in any material associated with the Activity. Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their or their child's name, image, voice, likeness, biographic information or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes.

Information collected

The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter's privacy statement at <http://www.arn.com.au/about-us/privacy-policy/>.

Part 2: Voter draw – Game of Chance

Contesting dates

Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due to talent being unavailable, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.

Promoter's right to request further information

The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.

Promoter's right to exclude any entrant

The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.

Photos/Videos/25 word answers and other material submitted as part of Entry

By entering this competition, Entrants agree that:

- All photos, videos or other material submitted as part of their entry are owned by them;
- Materials do not contain images or copyright materials of anyone else unless they have the express consent of that person(s);
- Materials do not contain anything which is (as determined by the Promoter in its discretion) obscene, defamatory, discriminatory or otherwise inappropriate.

For the avoidance of doubt, the Promoter reserves the right to invalidate any entry which does not meet the criteria above.

Phone calls

If an entrant's phone line drops out, or for any reason the entrant's answer is inaudible, or the announcers are unable to hear the entrant on the phone line, the Promoter (in its sole and absolute discretion) may decide to replace the selected entrant by randomly selecting another entrant who has called through to the Station.

Filmed activities / challenges

The Winner must agree that they are willing for the activity to be filmed, photographed or otherwise recorded and cooperate with all steps to provide and/or obtain the necessary permits, approvals and consents required and to sign any related agreement in relation to the activity indicating that they have done so.

Indemnity

Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the

Part 2: Voter draw – Game of Chance

entrant or their nominated person, for any reason whatsoever.

Facebook/Instagram/Twitter

The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.

When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.

You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.

The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.

When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram or Twitter.

Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.

Harassment

Any form of harassment against the employees or agents of the Promoter during or after the Competition Period is strictly prohibited. Harassment is unacceptable and unreasonable behaviour that will be met by the Promoter with zero tolerance. Entrants who harass employees or agents regarding the outcome of their participation in this Promotion via (but not limited to) phone, text, mail, social media and/or in person interactions may be deemed ineligible to enter any and all current or future promotions and may be blocked from contacting the Promoter, its employees or agents at the Promoter's sole discretion and correspondence will not be entered into regarding the Promoter's decision.

The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions & Competitions

The following document covers all promotions and competitions run by this radio station both On-Air & Online. There are sometimes additional Terms and Conditions applicable to certain competitions, these competition specific Terms can be found in the link under the relevant competition section contained on this site.

1. **THIS DOCUMENT:**

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").
- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

2. **CONDITIONS OF ENTRY:**

- 2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.

3. **WHO MAY ENTER PROMOTIONS:**

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.
- 3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.
- 3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.
- 3.7 Promotions are not open to:

- (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;
- (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
- (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
- (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **\$500 in the 30 days** prior to the commencement of the Promotion, or **\$20,000 in the 6 months** prior to the commencement of the Promotion.

3.8 Entrants must not have any prior criminal convictions, AVOs or Police records and the Promoter reserves the right to terminate their involvement with the Entrant if this sub-clause is found to be in breach at any time throughout the contesting period.

3.9 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.

4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.

4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.

4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.

5. **PRIZES:**

5.1 All prizes will be awarded either:

- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
- (b) in other cases as is published by the Promoter in respect of the Promotion.

- 5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided resulting in cash prizes being paid to the wrong account. Alternatively, winners can request a cheque be drawn, payable to the winner only.
- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.

- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.
- 5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.
- 6. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:**
- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 6.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 6.5 Unless otherwise specified in the applicable competition Schedule, winners may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to

activity commencement. Such proxy to provide a release and indemnity in accordance with clause 6.1 and otherwise to be bound by the Terms and Conditions of the Promotion.

- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.

7. PRIZE COLLECTION:

- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.

8. PUBLICITY:

- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.

9. EXCLUSION OF LIABILITY:

- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by

reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

10. **OWNERSHIP OF ENTRIES:**

10.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).

11. **DISQUALIFICATION:**

11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. For the avoidance of doubt, the Promoter is not responsible for technical delays associated with the IP delivery or the carriage service. Entrants in promotions that involve a cue to call may experience varying delays depending on their mode of reception.

11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.

11.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:

- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
- (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
- (c) acting in violation of these Terms and Conditions; or
- (d) acting in an unsportsmanlike or disruptive manner.

11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.

12. **TERMINATION:**

12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.

13. **PARTICIPATION:**

13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The

entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

14. **PRIVACY:**

14.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.

AUSTRALIAN RADIO NETWORK

Deed of Acknowledgment for Waiver, Indemnity and Release - Promotional Activities

NAME: _____

ADDRESS: _____

PHONE: _____ (H) _____ (W)

NATURE OF ACTIVITY: [Participate in Christmas Lights promotion, by decorating private residential dwelling in Christmas lighting that is accessible by the public] (and associated content) ('Activity')

STATION: 103.1 Power FM & 3BA FM 102.3

In consideration of participation in the activity, I _____ hereby covenant and agree with Australian Radio Network and all of its controlled entities and radio stations (collectively "**ARN**") as follows:

- 1) I acknowledge that I ACCEPT ALL RISKS ASSOCIATED WITH THE ACTIVITY on behalf of:
 - a) myself;
 - b) other members of my household; and
 - c) any third parties or members of the public impacted by my participation in the Activity; and
 I acknowledge and accept that such acknowledgment is a condition prior to me taking part in any capacity in the Activity.
- 2) I WARRANT that I either own, occupy and control the premises on which I will be conducting the Activity OR that I have obtained written permission from my landlord to enter the Activity. I ACKNOWLEDGE that ARN has no responsibility for any claim from a landlord, housemate or family member in relation any permission or consent needed for me to enter the Activity and I indemnify ARN and its servants and agents from any claim relating to permission or consent required for me to enter the Activity.
- 3) I WARRANT that I am over the age of 18 years.
- 4) I WARRANT that I have obtained any authority, permission or consent required by the local council or local authority to stage my Christmas lights display or otherwise participate in the Activity.
- 5) I WARRANT that I am not presently receiving treatment for any illness, disorder or injury nor am I otherwise aware of any medical or other matter which would render it unsafe for me to take part in the Activity.
- 6) I ACNOWLEDGE that it is a condition of the Activity that I hold and/or am covered by the following INSURANCES held by me, a family member or housemate or landlord:
 - a) HOME AND CONTENTS being a current home and contents insurance, which protects me for damage caused by my light display to the residence on which I conduct the Activity; and

- b) PUBLIC LIABILITY being a public liability policy in the minimum amount of \$5 million which protects me for liability for third party personal injury or third party property damage in relation to any proposed activity as part of participation in this Christmas Lights promotion.

I ACKNOWLEDGE AND AGREE that being fully insured is in my best interests. I FURTHER ACKNOWLEDGE AND AGREE that I will be personally liable for any insurable claims arising out of my Christmas lights display and/or my participation in the Activity if I have not obtained the required insurance.

- 7) I ACKNOWLEDGE and have read, understood and implemented the Safety Considerations check list / guidelines, and that such acknowledgment is a condition prior to taking part in any capacity in the Activity.
- 8) I ACKNOWLEDGE that I am aware that the misuse of electricity can cause injury or death. I also acknowledge that electrical safety is paramount and that I must make myself aware of the safest way to install and operate my Christmas Light Display. I ACKNOWLEDGE AND AGREE THAT I MUST EXERCISE BEST PRACTICE FOR SAFETY, ESPECIALLY ELECTRICAL SAFETY, AT ALL TIMES, including;
- a) must not use any indoor lighting products outside;
 - b) must not use indoor extension cords outside;
 - c) must only use specially made external power points outside my home. Internal power points are not made to handle exposure to weather;
 - d) must confirm whether my home has a safety switch;
 - e) must use a portable safety switch if I do not have one installed;
 - f) must not overload power outlets;
 - g) must not use double adapters and powerboards for my lights displays. Only one set of lights per outlet should be used;
 - h) must not cover my Christmas lights while the lights are operating;
 - i) must turn off my lights if water will come into contact with the lights;
 - j) must turn off my lights at the outlet when not in use;
 - k) must not modify my Christmas lights and must comply with the manufacturer's instructions of all products used;
 - l) must only use Christmas lights that meet Australian Standards;
 - m) must check for a compliance number on the packaging;
 - n) must never use damaged or faulty Christmas lights;
 - o) must not hang Christmas lights near any flammable objects, or create any fire hazard with my Christmas lights;
 - p) must turn off my Christmas lights when performing maintenance.
- 9) I ACKNOWLEDGE that as the home-owner or resident, that I am responsible for my lights display. It is my decision to invite spectators on to my property. I acknowledge that inviting people onto my property increases the risk and potential liability. If I do not, or cannot prevent spectators from coming on to my property then I ACKNOWLEDGE AND AGREE that I must take reasonable precautions to remove hazards that pedestrians could encounter.
- 10) I for myself, my executors, administrators and other personal representatives acknowledge that ARN its servants and agents and all persons authorised by it will not be responsible or liable for any claim, cost, loss or expense whatsoever in respect of:
- a. any injury to me and including any injury resulting in mental or physical illness whether temporary or permanent and injury resulting in death;
 - b. loss of earnings or earning capacity;
 - c. any impairment of enjoyment of life;
 - d. loss of or damage to my property and personal belongings;
 - e. pain and suffering by me; and
 - f. any loss or damage to a third party of any other kind whatsoever,
- arising out of my participation in the activity or any act or action whether negligent or otherwise by ARN its servants, agents or authorised representatives. I RELEASE AND WAIVE ANY RIGHTS IN THESE REGARDS and I agree that this Deed may be pleaded in bar to any such claim.

- 11) I HEREBY INDEMNIFY and will keep ARN, its servants and agents indemnified against any claim, action, proceeding, loss or expense arising out of:
- a. any liability for any claim, cost, loss or expense by a third party; or
 - b. any claim I may have,
- caused by or in connection with my participation in the Activity.
- 12) I authorise ARN to publish my likeness or matter that identifies me in any material associated with the Activity. Such publication may include radio and television broadcast, posting on web-sites, diffusion by Pay-TV and I acknowledge I have no copyright in such material.

EXECUTED as a Deed

DATED

SIGNED (by the participant)

in the presence of (witness):

.....
SIGNED

.....
WITNESS NAME IN BLOCK LETTERS