

SCA – PROMOTION TERMS & CONDITIONS

SCHEDULE TO CONDITIONS OF ENTRY

Project Number	PID-004801		
Promotion	Pete & Kymba's HOT or COLD with Ambience Air		
Promoter Name	Southern Cross Austereo Pty Ltd (ABN 78 109 243 110) of Level 2, 101 Moray Street, South Melbourne, VIC 3205, trading as Mix 94.5 Perth.		
Website(s)	http://www.hit.listnr.com/perth/		
Promotional Period	Opens	30 Sep 2024	
	Closes	18 Oct 2024	
	The Promoter may amend the Promotional Period in accordance with state legislative rules.		
Contesting Period	Dates	Weekdays only, from 07 Oct 2024 to 18 Oct 2024 (excluding public holidays).	
	Times	Between 06:00 and 09:00 AWST	
	"Contesting Day" means an individual day during the Contesting Period. "Contesting Segment" means an individual Contesting Segment on a Contesting Day.		
Entry Restrictions	Entrants must be 18 years or older.		
Relevant State(s)	Entry is only open to residents of WA. To be eligible to participate in the Promotion, entrants must be directed by a telephone exchange provider to the specific station in that state of broadcast when calling the station competition line.		
Maximum Entries	Entrants can enter once a day. Once an entrant has been awarded a prize, they must not continue to attempt to enter.		
Entry Procedure	<p>To enter, entrants must on a Contesting Day:</p> <ol style="list-style-type: none"> Listen to Mix 94.5 Perth and telephone the station competition line following the broadcast of a cue to call. Be selected to participate on air in accordance with the Judging Details and be awarded either a Major Prize or a Minor Prize. 		
Judging Details	<p>All judging decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.</p> <p>Judging criteria: All entries will be judged on creativity, literary merit, originality, suitability, entertainment value or as otherwise specified. Where entrants submit a guess or answer to question(s) the Promoter will judge the accuracy of an answer and there may be a time factor applied.</p>		
Prize Details			
	Type	Prize	No. Available
	Major	A choice of 1 x fully installed Fujitsu ARTH54KHTA (14kw) single phase ducted airconditioner to the value of \$13,500 or \$5,000 cash	Up to 1
	Minor	\$100 Cash	Up to 10
			Total Prize Pool:
Prize subject to the terms and conditions imposed by the Prize Provider. Prize winners' details may be provided to a Prize Provider for the purposes of prize fulfilment.			
Total Prize Pool	Up to \$14,500.00		
Prize Restrictions	As per Conditions of Entry. Unless the prize is a cash prize, prizes are not redeemable for cash. Not transferable.		
Notification of Winners	Winner/s will be notified by phone at the time of/immediately after winning.		
Prize Claim Details	<p>Prize Claim Date & Time: 07 Jan 2025 at 06:00 AWST</p> <p>If a prize is not claimed by the Prize Claim Date & Time, the winner forfeits the prize.</p>		

CONDITIONS OF ENTRY

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion (including by a companion) constitutes acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise. The resolution of any discrepancy between these Conditions of Entry and/or the Schedule and/or the advertising of the Promotion will be undertaken by the Promoter in its absolute discretion. All decisions and actions of the Promoter relating to the Promotion or redemption of the Prize are exercised at the Promoter's absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
2. The Promoter may (subject to state/territory regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award any Prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
3. **Promotional Period:** The Promotion will be conducted on/between the dates specified, during the Promotional Period.
4. **Entry Restrictions:** Eligibility to enter the Promotion is subject to the Entry Restrictions.
5. **Resolving Disputes:** Any correspondence or disputes relating to the Promotion should be directed to the Promoter by phone or in writing. All decisions relating to a dispute are at the discretion of the Promoter and no correspondence will be entered into in this regard.
6. **Ineligibility:** Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Schedule, the following persons are automatically ineligible to enter:
 - (a) Directors, management, employees, officers and contractors of the Promoter and those of any agencies or suppliers directly associated with this Promotion;
 - (b) The immediate family members of the above persons. "Immediate family member" means spouse, parent, natural or adopted child and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor; and
 - (c) A person or anyone from the same family or household who in any competition(s) run by the Promoter or any Related Body Corporate has won a prize or prizes to the value of \$500 or more in the thirty (30) days prior to their entry in this Promotion, or \$10,000 or more in the six (6) months prior to their entry in this Promotion.
7. **Entry Procedure:** To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotional Period. Entrants may be required to confirm their entry and answer additional questions via SMS within a nominated timeframe, as directed by the Promoter. Entries will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged proof of Entry or verification requirements).
8. Throughout the Promotional Period the Promoter may contact entrants to discuss their entry or to interact with entrants on air, online, on a social media platform or elsewhere, in relation to the Promotion. This does not form part of any judging process nor does it indicate that the entrant is a contestant, finalist or winner. During a Contesting Period there may be separate Contesting Days or Segments as stipulated, broadcast, or published.
9. **Maximum Entries:** Entrants can enter the Promotion up to the Maximum Entries. Unless stated otherwise in the Schedule, an entrant can only win once during the Promotional Period. Entries must be submitted separately and each Entry must individually meet the entry requirements and be subject to the Entry Restrictions. Automated and computer generated entries or entrants with multiple aliases may be disqualified.
10. **Cue to Call Entry:** When the Promotion involves a "cue to call" the Promoter will broadcast the Promotion on air for entrants to call the Promoter's competition line as instructed by the broadcast. These Conditions of Entry will apply and will be available to view on the relevant Website or Social Media Platform (as the case may be), or by request in writing to the Promoter. The maximum cost of a standard telephone call to the station competition line is 55 cents (inc GST), whether calls are made during the Promotional Period or not. Higher rates may apply for calls made from mobile or public phones.
11. **SMS Entry:** The maximum cost of each SMS to the station is 55 cents (inc GST), whether or not sent during the Promotional Period. Entrants must have a compatible mobile phone with a service provider that permits text messaging to the Promotion SMS number. Entrants may need to consult their service provider to enter the Promotion. SMS entries must be submitted from the entrant's mobile phone. By entering the promotion by SMS, entrants consent to receiving SMS messages from the Promoter.
12. **Database Member – Restricted Entry:** The Promoter may specify in the Entry Restrictions that eligibility for the Promotion is limited to persons registered on a specific membership database managed and owned by the Promoter or a Related Body Corporate. Registration to any database listed is free and registration is online at the Promoter's website. The entrant must be a registered member of the database at the time of entry and at the time of any prize redemption. The Promoter or its representatives may conduct verification checks of that membership database to ensure eligibility. In the event that the entrant's details do not accord with the details of their registration the Promoter may, at its complete discretion, deem that entrant to be ineligible to enter or to win or to redeem a prize in the Promotion.
13. **Interaction with Entrants:** If in the course of a telephone call related to participation or entry in the Promotion, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or disconnected for whatever reason.
14. **Games of Skill:** If the Promotion only involves a game of skill, all valid entries will be judged by the judge(s) based upon the Judging Details as specified. Chance plays no part in determining the outcome.
15. **Games of Chance:** If the Promotion involves an element of chance, the Promotion will be conducted in accordance with any Draw Details as specified.
16. **Entry Publicity:** By entering the Promotion, all entrants consent to their entry and/or other communications with the Promoter being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of entrants for any promotion or matter incidental to the Promotion.
17. **Contact:** If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter in relation to participation or entry in the Promotion (including where a third party answers the telephone on the entrant's or winner's behalf), that entrant may be disqualified and a replacement entrant or winner (whichever is applicable) selected by the Promoter.
18. **Technical problems:** The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or other circumstance or thing preventing entrants from successfully submitting an entry, or for any injury or damage to an entry or to an entrant's or any third party's computer resulting from participation in or downloading any materials in relation to this Promotion.
19. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant (and/or their companion, if relevant) in this Promotion or a prize event or activity if in the Promoter's opinion the entrant (or any companion of the entrant, as relevant):
 - (a) Disrupts, annoys, abuses, threatens, harasses, is (or becomes) intoxicated, aggressive or offensive or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion or any prize;
 - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, unlawful, fraudulent or damaging to the Promoter's or any prize provider's goodwill or reputation; or
 - (c) Does not comply with any reasonable direction or guideline notified to them in connection with the Promotion or a prize event or activity.
20. **Unclaimed Prize:** Where an entry is deemed invalid (at the Promoter's absolute discretion) the Promoter may determine a new winner in accordance with any stated Unclaimed Prize Arrangements. Any prize unclaimed after the date stated in the Prize Claim Details will be forfeited subject to state/territory regulations.
21. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks in their absolute discretion to determine or

- confirm an entrant's eligibility to enter the Promotion or to win a prize.
22. **Entry Content:** If entry to the Promotion requires the entrant to submit content, entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of this clause, "Entry Content" includes any content (including text, photos, videos, spoken words and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry Content is the entrant's original work. If Entry Content cannot be verified to the Promoter's satisfaction, the Promoter may disqualify the relevant entry. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of Entry Content.
23. Entry Content must not include:
- any image, video, recording or other kind of depiction of any other person (except incidentally and not prominently) without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content (and if the minor is over 13, the minor's express consent must also be obtained). Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - any content that in the Promoter's opinion contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which may include, without limitation, content involving nudity, malice, violence or swearing); and
 - any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other content in which copyright subsists, unless the entrant is entitled to do so. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
24. **Assignment of rights in Entry:** By submitting an Entry to the Promotion, the entrant licenses the Promoter to use the Entry Content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, in perpetuity, without payment to the entrant (of royalties, compensation or otherwise). Entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
25. **Intellectual Property and Moral Rights:** By entering this Promotion, the entrant: (a) consents to any dealings with their Entry Content that may otherwise infringe their moral rights in an entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their entry is not in breach of any third party intellectual property rights.
26. **Publicity:** Entrants (and their companions, as relevant) may be required by the Promoter to participate in photo, recording, video or film session(s), and they grant the right to use such publicity materials in any medium (including, without limitation, the internet) to the Promoter to use in any manner it sees fit.
27. **Prize Details:** All prize(s) will be awarded as specified in the Prize Details. If a prize is unavailable for any reason the Promoter, at its discretion, may substitute for it another item of equal or higher value. The Prize(s) are subject to any Prize Restrictions and any requirements of relevant state/territory authorities. Each Prize or part thereof is subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these Conditions of Entry or as stipulated by the Promoter or prize provider and is not redeemable for cash unless cash is specified. The Promoter will not be responsible or liable if for any reason beyond its reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in delivery of any prize, or for any compensation in relation to any prize.
28. **Prize Values:** The Total Prize Pool is specified in the Schedule. Prize values are generally the recommended retail value as provided by the prize provider, are in Australian dollars, include GST (unless otherwise stipulated) and are correct at the time of preparation of these Conditions of Entry. The Promoter accepts no responsibility for any tax implications that may arise from winning any prize. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the value of any prize.
29. **Vouchers:** All vouchers awarded are valid until the expiry date specified on the voucher or by the prize provider, and are subject to any terms and conditions imposed by the prize provider. The Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
30. **Meet & Greet:** Unless expressly stated otherwise, a prize that involves a "meet and greet" element with a celebrity/artist/public figure (**Celebrity**) is subject to the availability of that Celebrity, and will be at the discretion of the Celebrity's management. The Promoter will not be liable for the failure of the winner and any companions to meet the Celebrity for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
31. **Alcohol:** Should any prize include an event at which alcohol will be served, participants must be aged 18 years or over. Minors are not permitted to attend the prize event. All prize winners and their companions must carry valid photo identification with them at all times during the prize event. If alcohol is made available as part of the prize at the prize event, it will be served in accordance with the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the prize event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their companions should they be deemed to be intoxicated.
32. **Travel:** Unless expressly stated otherwise, if a prize involves travel, no other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to, will be at each prize winner's and (if applicable) their companion(s)'s cost. Accommodation prizes cover room charges only. The Promoter will not be liable for the failure of the winner and any companions to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize. No travel insurance is included in any travel prize. Unless otherwise specified, entrants/winners/companions must make their own way to and from all events associated with the Promotion/prize at their own cost.
33. **Tickets:** Unless expressly stated otherwise, if a prize involves tickets to an event, the Promoter will not be responsible for any changes in times or dates, cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it and no cash or alternative tickets will be awarded in lieu of that element of the prize. All tickets are only valid for the date or period specified on the tickets or by the prize provider, and are subject to any terms and conditions imposed by the prize provider, including any conditions of entry into the relevant event location (e.g. behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. The Promoter does not control entry to the relevant event location. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
34. **Cash:** Cash prizes may be awarded in the form of a cheque or by an EFT transfer to the winner's nominated bank account. Cash transfers or cheques may take up to thirty (30) working days to process prior to being ready for collection or postage, from the date the prize provider contacts the prize winner to confirm their details. Winners will be notified once cheques are ready for collection, should that be the method of prize fulfilment.
35. **Set-up of Prizes:** If a prize requires installation, set-up, ongoing mobile or data plans, or any other ongoing arrangements, care or costs, the relevant winner/companion is responsible for these arrangements.
36. **Minors:** Entrants under the age of 18 years must have parent or guardian consent to enter the Promotion. If any participant in a challenge or activity conducted in connection with this Promotion is under 18 years of age, a parent or legal guardian of that person must be present for the duration of that event. The Promoter reserves the right to stipulate that entrants, winners and/or companions must be aged 21 or over in suitable instances where applicable.
37. **Claiming Prizes:** The Promoter may require prize winners to provide proof of identity, proof of residency and proof of entry validity (**Evidence**) in order to claim a Prize. The suitability of Evidence supplied is at the Promoter's discretion. In the event that a prize winner cannot provide suitable Evidence, the prize winner will forfeit the prize and no substitute will be offered. If a prize winner does not redeem any element of a prize, that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu of that prize or any part of it.
38. **Notification & Publication of Winners:** Prize winners will be notified in accordance with the Notification of Winners. Prize winners' names and state or territory of residence will be published as specified in Publication Details. The Promoter and the agencies associated with this Promotion may also publish the name and state or territory of the winners on the Website(s) or Social Media Platform(s). By entering, entrants request that their full address not be published.
39. **Proxy:** If the Promoter has expressly stated that a proxy can attend an event related to the Promotion on behalf of an entrant or winner, the entrant must provide all details to the Promoter and otherwise comply with all instructions of the Promoter regarding the proxy. Entrants/winners who nominate a proxy accept all decisions made by the proxy. For the purposes

of these Conditions of Entry (and the Schedule), all references to an entrant/winner will also be deemed to apply to that entrant's/winner's proxy, as relevant. The proxy must:

- (a) comply with any requirements specified by the Promoter including age, location, availability, etc.;
- (b) accept and agree to be bound by these Conditions of Entry (& the Schedule) and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose; and
- (c) accept that they will not receive any prizes on behalf of any prize winner.

40. **Risks:** Entrants (and their companions, as relevant) acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). If entry or a prize involves travel, stunts or challenges, the Promoter may require participants to submit to a medical examination by a medical practitioner and obtain clearance to participate in the Promotion or redeem a prize. Any entrant, prize winner or participant in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability (in terms specified by the Promoter) to expressly acknowledge that participation in the Promotion or prize event may be inherently dangerous and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude the participation of any person refusing to sign such documentation, or, except in South Australia, to exclude any person who is suffering from asthma, epilepsy, significant back or neck problems or physical or mental disabilities or is pregnant or whom the Promoter in its sole discretion deems to be unable to participate in any of the experiences for safety reasons.

41. **Liability:** The Promoter and its related bodies corporate, contractors and agencies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation that caused by any person's negligence) relating to this Promotion or the awarding or redemption of any prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

42. **Australian Consumer Law:** A prize winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods supplied will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than those contained within the Australian Consumer Law, regarding the quality and suitability of any prize and will not be responsible for breach of any such terms.

43. **Social Media:** If any part of the Promotion is run on social media, entrants release the Social Media Platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to any Social Media Platform; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any Social Media Platform.

44. **Privacy:** The Promoter collects the personal information that entrants provide for the purpose of administering the Promotion. The Promoter may also use entrants' personal information in advertisements, publications, media statements and other promotional material associated with the Promotion, and to contact them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.

45. **Disclosure of Personal Information:** The Promoter may also disclose entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.

46. **Privacy Policy:** The Promoter's privacy policy can be viewed at www.southerncrossaustereo.com.au. It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information, and how they can opt out of receiving direct marketing messages

47. **COVID-19:** The novel coronavirus (COVID-19) has been declared a worldwide pandemic. Entrants/winners/companions who undertake travel, or attend an event, associated with the Promotion/prize acknowledge the contagious and unpredictable nature of COVID-19 and participate in a travel prize or attend such event at their own risk in light of their own

personal circumstances. The Promoter is not responsible for any consequences arising as a result of an entrant/winner/companion's decision to participate in a travel prize or attend an event associated with the Promotion/prize (for example, any quarantine requirements or border restrictions that may subsequently be imposed by a government authority in respect of the prize/event location).

48. **Third Party use of Personal Information:** At the time of entry, an entrant may be given the opportunity to consent to a stated third party collecting their personal information for a stated purpose, e.g. for future competition and marketing purposes of the third party. By providing this consent, an entrant consents to the storage and stated use of their personal information by the third party. Entrants should contact the third party to view the third party's privacy policy.