

FLOW FM – PROMOTION TERMS & CONDITIONS

SCHEDULE TO CONDITIONS OF ENTRY

Promotion	Fill The Space	
Promoter Name	W & L Phillips Pty Ltd (91) 18 Leitch Road Roseworthy, South Australia 5371, trading as licensed radio station under Flow FM throughout SA, NSW, VIC & NT.	
Markets	<p>Flow FM Central Barossa, Light & Western Riverland 99.5, Mid North 107.5, Yorke Peninsula 90.9</p> <p>Flow FM Outback West Coast Ceduna106.1, Iluka Sands Mine 100.5, Penong 101.5, West Coast Streaky Bay 99.3, Central Eyre Mid West Coast 106.9, Woomera 101.7, Roxby Downs 97.9, Coober Pedy 99.7, Prominent Hill 91.3, Tennant Creek NT 100.5, Jabiru 104.5, Leigh Creek 97.7</p> <p>Flow FM South East Murray Mallee 97.7, Limestone Coast 100.3, Limestone Coast 107.3, Border Mallee 96.5, Keith 99.1</p> <p>Flow FM Victoria North Central 97.7, Great Ocean Road Otway Rangers 90.9, Yarra Ranges & Murrundindi 106.3, Watchem 106.5, Turiff 95.3, Yarrara 96.9</p> <p>Flow FM NSW Urana 88.7, Bunnaloo 93.9</p>	
Website	www.flowfm.com.au	
Promotional Period	Opens	11th of April 2024
	Closes	16 th of April 2024
	The promotional period maybe altered in accordance with legislative rules	
Contesting Period	Dates	Weekdays only, from the 11 th of April 2024 – 19 th of April 2024
	Times	06:00 and 09:00 Local Time
	"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 SA, NSW, VIC & NT	
Maximum Entries	Entrants can enter once only each day.	
Entry Procedure	<p>To enter, entrants must on a Contesting Day:</p> <ol style="list-style-type: none"> 1. Listen to participating station for the entry details go to Facebook enter each day by commenting on the post, participants will be selected for cue to call. 2. Be selected by the Promoter in accordance with the Judging Details to participate on air. 3. The Contestant will be assigned a topic relating to outerspace that they must talk about for 30seconds without using filler words such as um, ah, but or taking long pauses. 4. If the Contestant is successful (as detemined by the Promoter), they will receive a Major Prize (amount as announced on air, in accordance with Prize Details) and the Promotion will start again in the next Contesting Segment. 	

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	<p>5. If the Contestant is unsuccessful, the Promoter may select another Contestant to participate on air otherwise the Contesting Segment will end and the relevant Major Prize will carry over to the next Contesting Segment.</p> <p>6. If a Market’s Major Prize is not won during the last Contesting Segment, the Promoter will continue taking Contestants until the Major Prize in that Market is awarded on the last Contesting Day.</p>								
<p>Judging Details</p>	<p>All judging decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.</p>								
<p>Prize Details</p>	<table border="1" data-bbox="451 555 1482 674"> <thead> <tr> <th data-bbox="451 555 608 584">Type</th> <th data-bbox="608 555 968 584">Prize</th> <th data-bbox="968 555 1225 584">No. Available</th> <th data-bbox="1225 555 1482 584">Value</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 584 608 674">Flow FM Network</td> <td data-bbox="608 584 968 674">\$1000, jackpotting by \$1,000 per Contesting Day in accordance with the Entry Procedure</td> <td data-bbox="968 584 1225 674" style="text-align: center;">Up to 5</td> <td data-bbox="1225 584 1482 674" style="text-align: center;">\$1000 to \$5000</td> </tr> </tbody> </table>	Type	Prize	No. Available	Value	Flow FM Network	\$1000, jackpotting by \$1,000 per Contesting Day in accordance with the Entry Procedure	Up to 5	\$1000 to \$5000
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CONDITIONS OF ENTRY

1. Your entry and participation in the Competition is conditional upon your agreement to, acceptance of and compliance with the Terms and Conditions set out below (**Terms and Conditions**). Your submission of an entry into the Competition constitutes your agreement with these Terms and Conditions.
2. **General Terms and Conditions:** These Terms and Conditions govern the Competition. All other information provided prior to entering the Competition, including any instructions on how to enter the Competition, form part of these Terms and Conditions. Submission of entry in this Competition is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid.

If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

 - to disqualify any Participant; or
 - subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

Any cost associated with accessing Flow FM is the Participant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a Participant to automatically enter or register for the Competition repeatedly is prohibited and will render all entries submitted by that Participant invalid.
3. **Entry Restrictions** employees (and their immediate families) of the Promoter, its related entities, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. **Terms and Conditions of the Prize** The Prize must be claimed before the end of the Prize Claim Period. The Prize must be taken as stated and no compensation will be payable if the Winner is unable to use the Prize as stated. The Prize is not transferable to another person (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash. The Promoter reserves the right to request the Winner to provide proof of identity, proof of residency and/or proof of Entry validity in order to claim the Prize. Proof of identity, residency and/or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a Winner/s cannot provide suitable proof, the Prize will be forfeited by that Winner in whole and no substitute will be offered. The Promoter reserves the right to redraw in the event of any Participant being unable to satisfy these Terms and Conditions or forfeiting or not claiming the Prize by the Prize Claim Date and Time. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw on the day after the Prize Claim Period ends (**Subsequent Draw Date**). The alternate winner
5. **Privacy** the Promoter needs to collect the personal information required to be submitted with your Entry so it can enter you in the Competition. The Promoter may use personal information about you for related purposes including sending you information (including electronically) about its products, events, news and further competitions. Subject to the Promoter's Privacy Policy, the Promoter may disclose personal information to other organisations that assist it to promote its events and artists. If you wish to access the personal information the Promoter holds about you or do not wish to have this information disclosed, please contact the Promoter or refer to the Promoter's Privacy Policy.
6. **Disclaimers and Limitation of Liability** except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:
 - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - any theft, unauthorised access or third-party interference;
 - any claim or offer that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - any variation in gift value to that stated in these Terms and Conditions;
 - any tax liability incurred by a Participant; or
 - use of the Prize.
7. **Governing Law** these Terms and Conditions shall be governed by the laws of the State in Australia in which you are a resident. You irrevocably submit to the jurisdiction of the courts of that State. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remainder of the Terms and Conditions which shall continue to have full force and effect. Our waiver of a breach by you of these Terms and Conditions does not amount to a waiver of all breaches by you, and we reserve our rights pursuant to these Terms and Conditions in respect of any other or further breaches by you of these Terms and Conditions.
8. **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 collection their personal information for a stated purpose. Entrants should contact the third party to view the third party privacy policy.

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