



## 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. 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 Prizes 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. Please note each competition entered has different specific conditions of entry, which coincide with this document. For details on specific competitions, go to <https://www.flowfm.com.au/news>.
2. The Promoter may (subject to state/territory regulations) carry 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. **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 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 members" means spouse, parent, natural or adopted child and sibling (whether natural or adopted by a parent), whether they live in the same household as the director, manager, employee, officer or contractor.
  - c. If you have won any prizes 3 months prior to any current competition or promotion then you are automatically deemed ineligible to enter.



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- 6. Entry Procedure:** To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotional Periods. Entries will be deemed to have been received at the time of receipt by the Promoter.
- 7.** Online and other electronic entries are deemed to have been received at the time of receipt into the Promotions 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.
- 8. Maximum Entries:** Entrants can enter the Promotion once. An entrant can only win once during the Promotional Period. Each entry must meet the entry requirements and be subject to Entry Restrictions. Automated and computer generated entries or entrants with multiple aliases may be disqualified.
- 9. 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, likeness or voices of entrants for any promotion or matter incidental to the Promotion.
- 10. 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 entrants or winner's behalf), that entrant may be disqualified and a replacement entrant or winner (whichever is applicable) selected by the Promoter.
- 11. 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 on or downloading any materials in relation to this Promotion.
- 12. 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):



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- 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.
- 13. Unclaimed Prizes:** 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 Claimed Details will be forfeited subject to state/territory regulations.
- 14. 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.
- 15. Publicity:** Entrants (and their companions, as relevant) may be required by the Promoter to participate in photos and recordings, 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.
- 16. Prize Details:** All prize(s) will be awarded as specified in the Prize Details. 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.
- 17. Prize Values:** 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 takes no responsibility for variations in the value of any prize.
- 18. 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.



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- 19. 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 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 and risk.
- 20. 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. behavior 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 had been lost, stolen, forged, damaged or tampered with in any way.
- 21. 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 fulfillment.
- 22. 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.
- 23. 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.



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- 24. Notification & Publication of Winners:** Prize winners will be notified in accordance with the Notification of Winners Prize winners names and state or territory of residency 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 or Social Media Platforms. By entering, entrants request that their full address not be published.
- 25. 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 a personal injury which is suffered or sustained (including without limitation that caused by any persons 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).
- 26. 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.
- 27. Social Media:** If any part of the Promotion is run on Social Media, entrants release the Social Media Platforms and its/their associated companies from all liability arising in respect to 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.
- 28. Privacy:** The Promoter collects the personal information that entrants provide for the purpose of administering the Promotion. The Promoter may also use entrant's personal information in advertisements, publications, media statements and other promotional material associated with the Promotion.
- 29. Privacy Policy:** The Promoter's privacy policy can be viewed at [www.flowfm.com.au](http://www.flowfm.com.au). It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaints, how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information.



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**30. Outside Broadcasts:** Any persons entering a competition as part of an outside broadcast gives Flow FM permission to use the participant's name, image and voice across Flow FM's broadcast outlets including but not limited to: radio, online and social media platforms. Competition winner is likely to be interviewed as part of the promotion.