

## Eumundi SCA Radio Promotion- Artist Competition Terms & Conditions ("Conditions of Entry")

Schedule			
<b>Promotion:</b>	Eumundi SCA Radio Promotion- Artist Competition		
<b>Promoter:</b>	Sunshine Coast Broadcasters Pty Ltd ABN 29 009 719 528, Level 5, 55 Plaza Parade, Maroochydore, QLD 4558, Australia. Ph: 0293751041		
<b>Promotional Period:</b>	<b>Start date:</b> 02/12/19 at 03:00 pm AEST <b>End date:</b> 27/01/20 at 05:00 pm AEST		
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.  Entrants must be available to attend the Outside Broadcast with 92.7 Mix FM's Todd and Sami on Saturday 8th February 2020 at the Imperial Hotel Eumundi to perform their nominated song if deemed a finalist.		
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps: a) write and record their own original song ("Song"); b) visit mixfm.com.au, follow the prompts to the Promotion entry page, input all requested details; c) upload a MP3 format or a link to a video file of their Song; plus a text file with the full lyrics of their Song*; and d) submit the fully completed entry form during the Promotional Period.  <b>*File size limits and file type limits may apply, as specified on the entry website.</b>  <b>Song must be no longer than 5 minutes in duration. The Song must be the original work of the entrant in lyrics and melody and person entering and uploading the Song into this Promotion must own all rights.</b>		
<b>Entries permitted:</b>	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.		
<b>Finalist Determination:</b>	<ul style="list-style-type: none"> <li>• Entries will be judged by a panel of judges (consisting of member/s from 92.7 Mix and representative/s from Eumundi Brewery).</li> <li>• The following criteria will be used to judge entries:               <ul style="list-style-type: none"> <li>○ Creativity</li> <li>○ Tune</li> <li>○ How well the song best describes why "It's Pretty Good Here" in the Eumundi/Hinterland/Sunshine Coast area</li> <li>○ Non-offensive nature of the content</li> </ul> </li> <li>• The top five (5) valid entries, as determined by the judges, based on the judging criteria above, will each be deemed a Finalist.</li> <li>• The five (5) Finalists' Songs will be played on-air on the MixFM radio station, and Queensland residents aged 18 years or over will be invited to vote on the Song they deem best. Voting will take place between 28<sup>th</sup> January 2020 and 7<sup>th</sup> February 2020.</li> <li>• After the conclusion of voting, Finalists will again be judged by the Promoter based on the judging criteria outlined above for their Song and taking into consideration the popularity of the Song based on consumer voting. The Finalist deemed best overall by the judges when considering both aforementioned criteria will be deemed the winner and receive the prize outlined below.</li> </ul>		
<b>Total Prize Pool:</b>	AUD \$10,000.00		

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize consists of the following: <ul style="list-style-type: none"> <li>• AUD\$8,000.00 paid via EFT to bank account in winner's name from Sunshine Coast Broadcasters; and</li> <li>• AUD\$2,000 paid to the winner for the assignment of all legal rights of the winning song to Lion Beer (paid via EFT to bank account in winner's name from Sunshine Coast Broadcasters).</li> </ul>	1	AUD\$10,000.00	Judging

<b>Winner/Finalist</b>	The finalists and winner will be contacted by phone and email.
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<b>notification:</b>	<p>The finalists must be present at the Outside Broadcast with 92.7 Mix FM's Todd and Sami on Saturday 8th February 2020 at the Imperial Hotel Eumundi and the winner will be announced live during this event. All costs associated with traveling to/from the live broadcast event will be the responsibility of the finalists.</p> <p>The winner will be published at <a href="http://mixfm.com.au">mixfm.com.au</a> and on the Eumundi Facebook Page.</p>
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be 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.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
6. The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter and Lion - Beer, Spirits & Wine Pty Ltd ABN 13 008 596 370, Level 7, 68 York St, Sydney, NSW 2000, Australia ("Lion Beer"). Personal information will be stored on the Promoter's and Lion Beer's databases. Lion Beer and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.mixfm.com.au/privacy-policy/](http://www.mixfm.com.au/privacy-policy/). Lion Beer's privacy policy can be found at [www.lionco.com/legal/privacy-policy](http://www.lionco.com/legal/privacy-policy). The Promoter and Lion Beer's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter/Lion Beer holds about them and how the entrant may complain about any potential breach by the Promoter/Lion Beer of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter and Lion Beer collect personal information about entrants to enable them to participate in this Promotion and may

disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
21. All material submitted on entry (e.g. Song lyrics, Song recording, photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by Lion Beer of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). By entering, all entrants license and grant Lion Beer, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by Lion Beer, to assign all of

- their rights, title and interest (including copyright) in and to their entry to Lion Beer and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. Lion Beer will not be liable for any entries, to the extent permitted by law. Lion Beer reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. Lion Beer will have no liability to entrants if it exercises this right and entrants must comply with any request made by Lion Beer pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to Lion Beer will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
  23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
  24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
  25. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
  26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
  27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.