



<b>TERMS AND CONDITIONS SCHEDULE</b>	
<b>ITEM 1: PROMOTION NAME</b>	<b>92.7 MIX FM's Todd &amp; Sami's \$20,000 Fairly Ambiguous Noise</b>
<b>ITEM 2: PERMIT NUMBER</b>	<b>N/A</b>
<b>ITEM 3: PROMOTER</b>	The promoter is <b>Sunshine Coast Broadcasters Pty Ltd (ABN 29 009 719 528)</b> trading as:  <b>Mix FM Sunshine Coast</b> - Level 5, 55 Plaza Parade, Maroochydore Q 4558  ('the Promoter').
<b>ITEM 4: WEBSITE</b>	<a href="https://www.mixfm.com.au/">https://www.mixfm.com.au/</a> ('the website').  <a href="https://www.facebook.com/927mixfm/">https://www.facebook.com/927mixfm/</a>  ('the "facebook page)').
<b>ITEM 5: PROMOTION REGISTRATION / CONTESTING DATES AND TIMES</b>	The Pre-Promote Period will commence on Thursday 11 <sup>th</sup> July to Sunday 14 <sup>th</sup> July 2024.  The Contesting Period will commence at 3.00pm on Monday 15 <sup>th</sup> July and conclude at 6.00pm on Friday 9 <sup>th</sup> August 2024.
<b>ITEM 6: ENTRANT RESTRICTIONS</b>	Entry is open to all residents of the Sunshine Coast and entrants must be aged 18 years and over.
<b>ITEM 7: METHOD OF ENTRY/DETAILS</b>	92.7 MIX FM listeners are required to listen to 92.7 MIX FM everyday Monday to Friday during the contesting period where each hour between 3pm to 6pm, Todd & Sami will play the \$20,000 Fairly Ambiguous Noise. Todd & Sami will take 3 calls per hour resulting in 9 attempts at guessing the Fairly Ambiguous Noise every day during the contesting period.  One Fairly Ambiguous Noise will be chosen by two 92.7 MIX FM Representatives only for the commencement of the Contesting Period. The first listener to correctly guess the Fairly Ambiguous Noise during the contesting period will WIN \$20,000 CASH. The noise must be identified in its entirety.  The judge's decision will be final, and no correspondence will be entered into.
<b>ITEM 8: PRIZE DETAILS</b>	<b>Prize Details:</b>  The winner will receive \$20,000 CASH. This will be in the form of a bank transfer and will take 1-2 weeks to complete. Winner identification will be required before the transfer takes place.

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<b>ITEM 9: PRIZE WINNER PUBLICATION DETAILS</b>	Details of prize winners of the Promotion will at the discretion of the Promoter be placed on social media platforms and/or web pages, and any other platforms the Promoter deems appropriate, using the winner's name, image, video and likeness.
<b>ITEM 10: PRIZE RESTRICTIONS</b>	The Prize is awarded subject to the terms and conditions comprised in this Schedule, the Standard Terms and any conditions imposed by the Prize Provider. The Prize winner's details may be provided to a Prize Provider for promotional purposes.

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**SUNSHINE COAST BROADCASTERS PTY LTD ('SCB')  
STANDARD TERMS**

**1. INTRODUCTION**

- 1.1 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Standard Terms and the Terms and Conditions Schedule.
- 1.2 To the extent that there is any inconsistency between the Terms and Conditions Schedule and these Standard Terms the Terms and Conditions Schedule will prevail.
- 1.3 Terms and Conditions can be collected at the reception desks of the participating station/s specified in Item 3 [Promoter] and can be downloaded from the website/s listed in Item 4 [Website].

**2. DURATION**

Entry into this Promotion will occur in accordance with Item 5 [Promotion Registration Dates and Times].

**3. ELIGIBILITY**

- 3.1 Entrants must at all times comply with Item 6 [Entrant Restrictions]. Any entrants who have not strictly complied with Item 6 [Entrant Restrictions] may be disqualified.
- 3.2 Employees and the immediate families of:
  - a) the Promoter and its related bodies corporate
  - b) associated sponsors and participating companiesare not eligible to enter.
- 3.3 Entrants warrant that they are entering this Promotion in a wholly private capacity and are not entering on behalf of any business, company or organisation with which they are involved.

**4. METHOD OF ENTRY**

- 4.1 Entrants may enter this Promotion in accordance with Item 7 [Method of Entry]. Any entrants who have not complied with Item 7 [Method of Entry] may be disqualified.

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- 4.2 Entries which are inaudible, incomplete, incomprehensible or late (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter, sponsors or any other person.
- 4.3 Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
- 4.4 Unless otherwise expressly stated in these terms, or in any associated Terms and Conditions Schedule, no person may enter this Promotion more than once and persons may not enter or participate in it on behalf of any third party. Only one entry on behalf of any person will be accepted as valid.
- 4.5 All entrants acknowledge that the Promoter may rely on Clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require the return of the prize or payment of its value to the Promoter if this occurs.
- 4.6 If an entrant's contact details change during the Promotion Period, it is the entrant's sole responsibility to notify the Promoter in writing. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 4.7 If an entrant is required to submit a third party's personal information as a part of entry into or participation in this Promotion, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.
- 4.8 If the Promotion requires the entrant to submit a photograph, as a part of entry into or participation in this Promotion ('the Photograph'):
  - (a) entrants warrant that they are the person in the photograph or have prior approval from all persons in the photograph that is submitted as part of the entry;
  - (b) all entrants acknowledge that their entry may, at the discretion of the Promoter, be posted on the website or any other social media or print media;
  - (c) entrants agree that and authorise SCB to use, edit and reproduce the Photographs;
  - (d) the entrant agrees that SCB has the right to publish and communicate to the public the Photographs in any media (including, but not limited to, online) at all times without restriction or limitation throughout the world (including for all promotional purposes);
  - (e) the entrant acknowledge that the Photographs may be edited by SCB at its sole discretion;
  - (f) the entrant agrees that SCB has the right to use the entrant's name, likeness or other information concerning and provided by the entrant in its use of the Photographs;

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- (g) the entrant agrees to now and forever fully release SCB from and indemnify SCB against all actions, suits, claims and demands which they may have against SCB arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (and including without limitation defamation) from the use of the Photographs and any other material provided by the entrant;
  - (h) the entrant unconditionally waives all of his/her rights at any time to seek or obtain injunctive relief to prevent or restrict SCB from using any of the Photographs and any other material provided by the entrant; and
  - (i) the entrant warrants that he/she has obtained permission from any other persons featured in the Photographs for SCB to use the Photographs.
- 4.9 Entries via SMS or email are deemed to be received at the time of receipt into the Promoter's database, not at the time of transmission by the entrant.
- 4.10 If this Promotion involves:
- (a) entry via a phone call, each call is charged at no more than 55 cents (including GST) from a fixed phone. Calls may attract a higher rate from mobile or public phones; or
  - (b) entry via SMS, each SMS is charged at 55 cents (including GST). To enter, entrants will need an SMS compatible mobile phone connected to a service provider that permits text messaging to the premium SMS number. It is recommended that entrants check with their individual service provider in this regard.
- 4.11 Should the Promotion involve voting, the accuracy of the polling results received and published by the Promoter is deemed final and binding and no correspondence will be entered into.

## **5. PRIZE(S)**

- 5.1 All prizes are awarded in accordance with Item 8 [Prize Details].
- 5.2 All prize values referred to are where relevant the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.
- 5.3 Should the prize include tickets to an event at which alcohol will be served ('the Event') the prize winner and each guest of a prize winner must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event.
- 5.4 If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guest should they be deemed to be intoxicated.

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## **6. PRIZE CONDITIONS**

- 6.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 6.2 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 in Item 9 [Prize Details], will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only (and does not include drinks/videos etc).
- 6.3 All prizes are subject to availability, are non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is expressly specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 6.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner, and cash will not be awarded in lieu of that prize or any part of it.
- 6.5 It will be each winner's and (if applicable their accompanying guest's) responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).
- 6.6 Where a prize involves a "meet and greet" element, the meet and greet with the celebrity/artist/public figure will be at the discretion of the celebrity/artist/public figure's management and will at all times be subject to the availability of the celebrity/artist/public figure. The Promoter will not be liable for the failure of the winner and any accompanying guests to meet the celebrity/artist/public figure for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
- 6.7 The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others, or for any other reason (for example bringing the Promoter's brand into disrepute). The Promoter also reserves the right to disqualify contestants if:
  - (a) a contestant at any stage engages in, causes or incites physical violence (e.g. punching, slapping), or inappropriate, illegal, unsociable or unsafe behaviour; and/or
  - (b) the safety of any of the Promoter's staff members or members of the public is put at risk.
- 6.8 The Promoter will not award the prize if the Promotion is terminated for any reason.

## **7. NOTIFICATION**

- 7.1 All prize winner(s) will be notified either:

- (a) on air at the time of winning;

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(b) by telephone;

(c) by post;

(d) by social media.

7.2 Details of prize winners will be published in accordance with Item 9 [Prize Winner Publication Details], if applicable.

## **8. PRIZE COLLECTION**

8.1 Prize winners will be required to collect their prize from the Promoter at the address listed in Item 3 of the Terms and Conditions Schedule unless otherwise informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for any purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. If a winner cannot provide suitable proof, the winner will forfeit the prize and no substitute will be offered.

8.2 All prize winners must if required sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

8.3 Entrants proposing to redeem prizes involving or to participate in the Promotion or where it involves travel, stunts, challenges or activities may, at the absolute discretion of the Promoter, first be required to:

(a) submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance

(b) execute a Deed of Release and Indemnity in a form prescribed by the Promoter

in order to participate further in the Promotion and/or redeem the prize.

## **9. PRIZE AVAILABILITY**

9.1 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 may, subject to relevant legislation, substitute a different prize of equivalent value in place of any prize referred to in these standard terms.

9.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming any prize or any part of it.

9.3 Where a prize involves the winner's attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the winner and

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any accompanying guests will forfeit all rights to attend the relevant event, and no cash or alternative tickets will be awarded in lieu of that element of the prize.

#### **10. TAXES**

Any tax payable as a result of a prize being awarded or received will be the sole responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

#### **11. UNCLAIMED PRIZES**

Prizes unclaimed after 3 months will be forfeited, subject to any relevant legislation.

#### **12. PUBLICITY MATERIALS**

12.1 It is a condition of entry that the Promoter has the right to publicise, broadcast and communicated to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.

12.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air and communicate to the public on the website/s.

12.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) ('the publicity materials') and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.

12.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display, and consent to such use.

#### **13. COPYRIGHT**

By entering this Promotion all entrants:

(a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) whether in existence now or created in the future;

(b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and

(c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

#### **14. RELEASE AND INDEMNITY**

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To the maximum extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against all claims, demands, liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to any negligent act or omission or otherwise.

**15. TAMPERING AND OTHER MATTERS**

15.1 If for any reason a Promotion cannot be conducted as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right (subject to relevant legislation) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion, and/or to disqualify any individual who (whether directly or indirectly) causes or contributes to the same.

15.2 The Promoter accepts no responsibility for any late, lost or misdirected entries (including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason). The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

**16. LINE DROP OUT OR INABILITY TO CONTACT**

16.1 If in the course of a telephone call related to participation or entry in the Promotion, a 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 broke up.

16.2 If a contestant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Promotion (including where a third party answers the telephone on the contestant or winner's behalf) that person may be disqualified and a replacement contestant or winner (whichever is applicable) may be selected by the Promoter.

**17. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each contestant.

**18. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

**19. MINORS**

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- 19.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be paid or delivered to the prize winner's parent or legal guardian.
- 19.2 If the winner of a holiday prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their accompanying traveller for the trip. The winner and any accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.
- 19.3 Where these terms and conditions require a participant to sign a Deed of Release before participating in the Promotion and/or redeeming a prize and the contestant and/or winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by that person's parent or legal guardian prior to their participation in the Promotion and/or any prize being awarded.

## **20. TERMINATION OF PROMOTION**

The Promoter may (subject to any relevant legislation) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

## **21. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

## **22. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

## **23. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Promotion will be used by the Promoter in accordance with its Privacy Policy. Please refer to such Privacy Policy by visiting the Promoter's website for more information. Entry in this Promotion constitutes an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to [reception@scoastmedia.com.au](mailto:reception@scoastmedia.com.au). If details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.

## **24. OVERSEAS TRIP PRIZES**

Where the prize or participation in the Promotion includes overseas or other travel:

- (a) the prize does not include airport departure or government taxes. These must be paid by the winner and their accompanying traveller (where applicable);

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- (b) the winner and their accompanying traveller (if applicable) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than 6 months following the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries;
- (c) it is the responsibility of the winner and their accompanying traveller (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade and determine whether or not they will redeem the prize;
- (d) the Promoter will not be responsible for any loss or damage suffered by any contestant and/or their accompanying traveller (if applicable) arising out of a failure by the contestant and/or their accompanying traveller to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade;
- (e) the Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller (if applicable) should any prize winner or their accompanying traveller (if applicable) not redeem a prize as a result of any travel warning or advisory applying to a country and/or countries the subject of the prize. For the avoidance of doubt, nothing in these Standard Terms requires the Promoter to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries in relation to a prize and a prize winner and/or their accompanying traveller (if applicable) do not redeem the prize as a result;
- (f) to the United States of America, the prize winner and their accompanying traveller (if applicable) will be required to apply for an Electronic System for Travel Authorisation (ESTA). Applications must be submitted no later than three (3) days prior to the departure date. Should this form not be lodged by both the winner and their accompanying traveller (if applicable) within this time, they will be ineligible to enter the United States of America and will forfeit the prize.

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