

TERMS AND CONDITIONS – Instagrand

By entering into the competition “Instagrand”, you (the *Entrant*) acknowledge, accept and agree to the following terms and conditions, as amended from time to time and displayed on the Promoter’s webpage.

1. Competition INSTAGRAND

2. Promoter **Participating Stations:** River 94.9 (Ipswich), Hot 91 (Sunshine Coast), Hitz 939 (Bundaberg), Star 101.9 (Mackay), Star 106.3 (Townsville), Star 1002.7 (Cairns), Hot 100 (Darwin), Power FM (Muswellbrook), Power FM Nowra, Power FM Bega, KRock, Power Murray Bridge, Magic 1059 Spencer gulf, Magic Port Augusta, Magic Port Pirie, Magic Riverland – 93.1, SeaFM Tas

3. When to enter **Start:** 2 March 2022
Finish: 25 March 2022

(Promotional Period)

4. Who can enter Entry is open to residents of Australia who are aged 18 years or over.

Entrants must not be the employees or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the employees of the Promoter, the Prize provider(s), of any of the suppliers or agencies associated with this competition, or of any of the related bodies corporate (as that term is defined in s50 of the *Corporations Act 2001 (Cth)*) of the Promoter, the Prize provider(s), or of those suppliers or agencies.

(Eligible Entrants)

5. How to enter To be entered into the Competition, Eligible Entrants must, during the Promotional Period:

- Contestants will be required to register at their station website for their chance to play Instagrand

Entrants can only enter in their own name and may not enter on behalf of another person.

(Eligible Entries)

Any entries that:

- contain incorrect information;
- are incomplete or incomprehensible;
- contain or depict illegal, offensive or discriminatory content; will be disqualified and will not be eligible for the Competition.

6. Number of entries Entrants can enter on multiple occasions

7. Contest conditions To win Instagrand, the contestant will need to correctly answer 5 questions within 30 seconds. Questions must be answered in full and be completed within the 30 seconds to be eligible. Judges decision is final and no correspondence will be entered in to.

8. Prize description \$1000 – to be electronically transferred into winners bank account

Prize contents or description may change at the discretion of Grant Broadcasters. ***(the Prize)***

- 9. Prize valuation** AUD\$1000
- 10. Prize Draw** 2 contestants each day, from Monday 7th March will be chosen at random to play Instagrاند and will be contacted by telephone,
- 11. Forfeit and Redraw** If the chosen contestant can not be contacted, another will be selected, following which the first winner is deemed to have forfeited.
- The Promoter may then redraw the prize by computerised random selection from a pool of Eligible Entries
- 12. Issuing the Prize** Any Instagrاند winners will have prize money electronically transferred into their bank account within 4 weeks of winning
- 13. Publicity** As part of the Prize the Promoter will require the winner to participate in radio interview(s), and may require the winner to participate in video interviews published on the Promoter's websites and on the Promoter's social media pages about the winner's experience before, during or after their trip.
- The winner may also be required to provide a statement, photos or videos from their experience which will be broadcast on air and/or published online on the Promoter's website and on the Promoter's social media pages
- 14. Privacy** By entering this Competition all Entrants accept the Promoters' Privacy Policy as amended from time to time and available on the participating radio station websites.
- All Entrants' details are automatically entered on the Promoter's promotions database. The Promoter also maintains a record of the winner's details.
- By entering into this Competition, each Entrant consents to his or her personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) being used for:
- the purpose of distribution of the Prize by the Promoter, the Prize provider(s) and third parties;
 - publicity purposes by the Promoter for the purpose of the Competition, including broadcast on radio and publication online and on social media of the Entrant's first and last name, the Entrant's suburb and state of residence, and the Entrant's likeness, voice and character if that Entrant is the winner;
 - direct marketing by the Prize provider(s) for goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material); and
 - direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material).

15. General Terms and Conditions

- a) The Promoter and its representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.
- b) The Promoter reserves the right to disqualify entries if those entries do not comply with these Terms and Conditions.
- c) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.
- d) All decisions by the Promoter are final and at the discretion of the Promoter. The Promoter will not enter into discussion or correspondence about any decisions affecting this Competition.
- e) The Promoter is not responsible for:
 - i) lost, late or misdirected entries; or
 - ii) any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing any Entrant from successfully entering the Competition.
- f) The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) as at the start date of the Promotional Period. The Promoter does not accept responsibility for any variation in the value of the Prize after that date.
- g) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- h) Despite any other term or condition of these Terms and Conditions, the Promoter reserves the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- i) Each Entrant, the winner and the winner's travelling companion release from, and indemnify the Promoter, the Prize provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- j) A winner and the winner's travelling companion have 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 or the Prize provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions 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 the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.

- k) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- l) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.