

88.9FM/96.3FM KEYS TO SUMMER PROMOTION

CRUISE FOR 2 TO FIJI PRIZE DETAILED TERMS AND CONDITIONS

The Promoter is Tamworth Broadcast Services (Operations) Ltd (ABN 60 652 005 037) of 20 Darling Street, Tamworth, NSW Australia 2340, phone (02) 6766 6342 ('Promoter'). NSW Authority Number TP/03027

Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.

Entry

☐ The Promotion commences at 8.01am Saturday 4 November 2023 and ends at 1.00pm Saturday 25 November 2023 ('Promotional Period'). The Promoter reserves the right to tease the promotion prior to the competition start date.

☐ Entry is only open to Australian residents aged 16 years or over. If under 16, entrant must be accompanied by a parent or a guardian.

☐ Employees of the Promoter and prize suppliers, and their immediate family and agencies associated with this Promotion 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.

☐ Incomplete or indecipherable entries will be deemed invalid.

☐ The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

☐ Any costs associated with entering the Promotion, including data costs, are the entrant's responsibility.

☐ Please see Schedule #6, #7, and #8 on the Competition Terms and Conditions Schedule for more details.

How to Enter

☐ Please see Schedule #9 and #10 on the Competition Terms and Conditions Schedule for details.

☐ All eligible entries will be entered into the draw (the 'Entry').

The Draw

- ☐ This is a game of chance. Skill plays no part in determining the winner.
- ☐ The draw will take place at 2 Avro Street, Tamworth NSW 2340 on Saturday 25 November between 9am and 12pm, in the presence of an independent scrutineer. Subject to any directions from a regulatory authority, the Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn or if the prize is unclaimed by the winner.
- ☐ The winner will be notified live on the day and time of the draw and their name will be announced on air, and online on the Promoter's website and social media pages.
- ☐ Subject to the unclaimed prize draw conditions, if for any reason the winner does not take/ redeem the prize (or an element of a prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- ☐ In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.

Prizes

- ☐ The total prize pool value is up to AU\$20,000.00 (incl. GST) which includes:
 - a. One Major Prize: 1 x Cruise for 2 to Fiji & South Pacific onboard Majestic Princess departing Sydney on 10 February 2024;
 - b. Ninety-Two Minor Prizes:
 - i. 1 x Leisurerite Dyad Spa (4-person spa bath)
 - ii. 1 x 209 Piece Tool Kit with Chest and Trolley
 - iii. 90 x 88.9fm/96.3fm merchandise packs – 20 of these packs will have 1x \$20 gift card each.
- ☐ Redemption of each prize is subject to the terms and conditions of the issuer/prize supplier.

Major Prize

- ☐ There is one (1) major prize to be won, being:
 - a. one (1) Princess Cruise 13 day Fiji & South Pacific Cruise for the winner and one accompanying guest (total 2 people) in a twin share Balcony stateroom onboard Majestic Princess departing Sydney on 10 February 2024 (the 'Prize').
- ☐ The Major Prize is valued at AU\$5,858.00 and includes:
 - a. select onboard main meals and snacks (with the exception of those restaurants and meals which have an additional cover charge);

- b. select onboard activities, evening entertainment and comedy shows (with the exception of those activities and facilities which have an additional cover charge) as well as kids clubs;
- c. taxes, fees and port expenses.
- ☒ Itineraries and onboard offerings are not guaranteed.
- ☒ The Major Prize is subject to the Major Prize Terms and Conditions (below).

Major Prize Terms and Conditions

- ☒ The Major Prize is supplied by Carnival Plc trading as Princess Cruises ('Princess')
- ☒ The Prize is subject to availability. If the Prize (or part of the Prize) is unavailable, Princess, at its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of substantially equal value and/or specification, subject to any written directions from a regulatory authority.
- ☒ See www.princess.com/cruise-search/details/?voyageCode=8405 for more information. Guidelines are subject to change without notice and as such, the Prize may vary from the descriptions provided.
- ☒ With the exception of any expenses specifically included in the Prize, all:
 - a. costs associated with transport to/from the departure port will be the responsibility of the winner and accompanying guest/s and will not be borne by Princess; and
 - b. pre and/or post accommodation, shore excursions or other onboard activities, spending money, additional meals, specialty dining, in-room charges, beverages, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- ☒ The winner and their accompanying guest/s are responsible for ensuring they have the necessary and valid travel documentation including, passports, any requisite visas and vaccinations. The winner and their accompanying guest/s will be responsible for any expenses incurred in obtaining necessary travel documentation, including any fines or penalties incurred as a result of not having the requisite travel documentation.
- ☒ Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash or sold to any third party. The prize cannot be used in conjunction with any other offer. If the winner is, for whatever reason, unable to travel within the nominated period, or does not take an element of the Prize within the time stipulated then that element of the Prize will be forfeited by the winner.
- ☒ In accepting the Prize, the winner agrees to participate in and co-operate with all reasonable media editorial requests by Princess, including but not limited to, being interviewed and photographed, and the winner grants Princess a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for use.

☐ With the exception of the intellectual property rights set out in these terms and conditions, the winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

☐ Standard terms and conditions of travelling with Princess will apply, including any applicable age restrictions and vaccination requirements. See Princess Cruises Passage Contract at https://www.princess.com/legal/passage_contract/which_passengers_will_be_bound_by.

☐ The winner must provide valid identification to Princess. The winner must be over the age of 16 years (subject to applicable age restrictions). If under 16, winner must be accompanied by a parent or guardian. Alcohol consumption and gambling onboard are restricted to passengers aged 18 years of age or older. A credit card imprint or cash deposit will be required from the winner and/or accompanying guest/s at check-in in order to board the cruise ship, for all incidental charges.

☐ Princess accepts no responsibility for any tax implications that may arise from the incentive. Independent financial advice should be sought.

☐ As a condition of accepting the Prize, the winner must sign any legal documentation, including but not limited to a legal release and indemnity form.

☐ This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform including Facebook. Entrants provide information to Princess and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.

☐ Except for any liability that cannot by law be excluded, Princess (including its respective officers, employees and agents) is not responsible for and 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: a) any technical difficulties or equipment malfunction (whether or not under Princess' control); b) any theft, unauthorised access or third party interference; c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Princess) due to any reason beyond the reasonable control of Princess; d) any variation in prize value to that stated in these Terms and Conditions; e) if the cruise is delayed, postponed or cancelled for any reason beyond the reasonable control of Princess; f) any tax liability incurred by a winner or Entrant; or g) use of and/or taking of the prize.

☐ Princess collects personal information in order to administer the Prize and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and suppliers in the United States and, as required, to regulatory authorities in Australia, New Zealand and the ports of call on the cruise itinerary. Entry is conditional on providing this information. Princess may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the winner in accordance with its Privacy Policy. Entrants should direct any request to opt out, access, update or correct information to Princess.

☐ The laws of NSW apply to this promotion to the exclusion of any other law. The winner submits to the exclusive jurisdiction of the courts of NSW.