

**Competition Terms and Conditions Schedule**  
"Keys to Summer" (NSW Authority #: TP/03027)



<b>1:</b>	<b>Name of Promotion</b>	Keys to Summer
<b>2:</b>	<b>Promoter Name &amp; ABN</b>	Tamworth Broadcast Services (Operations) Ltd (ABN 60 652 005 037) 96.3fm/ 88.9fm Tamworth Radio
<b>3:</b>	<b>Station/s</b>	88.9fm 96.3fm
<b>4:</b>	<b>Websites</b>	<a href="https://www.889fmtamworth.com.au">https://www.889fmtamworth.com.au</a>
<b>5:</b>	<b>State or Territory</b>	NSW
<b>6:</b>	<b>Competition Period Start Date &amp; Time</b>	Competition commences <b>Saturday 4 November 2023 at 8.00am</b> (AEDT).  The Promoter reserves the right to tease the promotion prior to the competition start date.
<b>7:</b>	<b>Competition Period Close Date &amp; Time</b>	Competition concludes <b>Saturday 25 November 2023 at 1.00pm</b> (AEST) or whenever the prize pool has been awarded.  The Promoter reserves the right to: (i) amend the contesting period at its absolute discretion including to close the competition within the Competition Period. (ii) terminate the competition subject to any direction from a regulatory authority.
<b>8:</b>	<b>Entry Restrictions</b>	a) All participants/entrants must register on the day prior to the start time of the key hunt. b) Entrants/ participants must be sixteen (16) years of age or over at the time of entry. If under 16, participant/s must be accompanied by a parent or guardian. c) Members of the same household can all register and participate in the key hunt, but can only win one major prize. d) Volunteers/ employees of the Promoter or their immediate family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition. 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.

	<p>e) Entrants must only register in their own name. Any entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading, or fraudulent information may, at the discretion of the Promoter be deemed invalid.</p> <p>f) Entrants may be required to sign a legal indemnity form prior to accepting any prizes.</p> <p>g) Entrants must be Australian residents and have a registered address in either NSW, QLD, SA, VIC, or WA.</p> <p>h) The Promoter may require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter’s satisfaction, at its sole discretion) in order to confirm the entrant’s identity, age, residential address, eligibility to enter, participate and claim a Prize. In the event that the entrant fails to produce such proof that entrant will be ineligible for the promotion.</p> <p>i) Entrants must be willing for their photos, or videos during the key hunt/ prize presentation to be published, including later publication by the Promoter for the purposes of the Promotion.</p> <p>j) Entrants must be able to travel to the grand prize drawing and attend the <b>event</b> on Saturday, 25 November 2023, between 9am and 12pm, (TBA) Tamworth NSW. Entrants must be present to be eligible to win the prize when drawn.</p>
<p><b>9. How to enter</b></p>	<ul style="list-style-type: none"> <li>• Each Saturday for 3 weeks (4 November, 11 November, 18 November 2023, the Promoter will hide 50 keys at a selected location/park within the Tamworth Regional Council area and the Liverpool Plains Shire Council area.</li> <li>• The exact location for each Saturday will be announced on air 7:55am and 8:05am on the day and call people to the location to register to participate/enter the “key hunt”. Clues on location will be given through social media and on air in the lead up to the event.</li> <li>• Participants who find a key will be deemed a “key finder” and keeps the key for the final draw. They must show this to the Promoter, together with their registration form, for their entry to be validated.</li> <li>• Each key will have its own unique identifying number on it.</li> <li>• All key finders (total of 150) will be eligible for a major prize drawing event scheduled for Saturday, 25<sup>th</sup> November 2023. During the live draw, 3 unique identifying numbers that are attached to one of the prizes will be pulled out from the barrel. ONLY one (1) major prize per household.</li> <li>• Each Saturday, the Promoter will randomly hand out 100 numbered tickets to the first 100 people onsite. They are to keep this numbered ticket for their chance to win some consolation prizes on the day of the grand prize drawing.</li> <li>• The Promoter’s decision is final, and no further correspondence will be entered into.</li> </ul>

<p><b>10.           Limitation on entries</b></p>	<p>Members of the same household (same residential address) can all register and participate in the key hunt. The household may only win one (1) major prize.</p>
<p><b>13.           Draw Details</b></p>	<p>As per Section 9: How to Enter</p> <p>There will be one draw for all prizes, which will take place between 9.01am and 12pm (AEDT) on Saturday 25<sup>th</sup> November 2023. The draw will be conducted (TBA) by representatives of the Promoter and agencies associated with this promotion.</p>
<p><b>14:           Prize Details</b></p>	<p>There are three (3) major prizes to be won.</p> <ul style="list-style-type: none"> <li>- <b>1 x Cruise for 2 to Fiji*</b></li> <li>- <b>1 x Leisurerite Dyad Spa (4-person Spa Bath)*</b></li> <li>- <b>1 x 209 Piece Tool Kit with Chest and Trolley*</b></li> </ul> <p><i>*(See detailed T&amp;Cs and inclusions for each major prize as set by the Promoter and the agencies associated with this promotion.)</i></p> <p>No cash alternative to the prizes will be offered. The prizes are not transferable.</p> <p>Prizes are subject to availability, and we reserve the right to substitute any prize with another of equivalent value without giving notice.</p> <p>If an Entrant is deemed a Winner, they will receive one (1) Prize only. Prizes awarded are subject to availability and are at the complete discretion of the Promoter. Only one (1) major prize per household.</p> <p>All Prizes are non-transferable. Any Prize that is found to be for sale or on-sold will be cancelled and will not be reissued.</p> <p>No refund or exchange will be given for any Prize.</p> <p>Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.</p> <p>There will also be ninety (90) consolation prizes to be won which consists of the following:</p> <ul style="list-style-type: none"> <li>- 88.9fm/96.3fm official merchandise pack, 20 of these packs will have 1 x \$20 gift card in them.</li> </ul>
<p><b>15:           Total Prize Value</b></p>	<p>Up to \$20,000 (including GST)</p>

<p><b>16: Winner Notification</b></p>	<p>Winners will be announced live on the day and must be present to be eligible to win and claim the prize.</p>
<p><b>17. Publication Details</b></p>	<p>Winners of the three (3) major prizes will be published on the Promoter's website and social media pages.</p>
<p><b>18: Prize Claim and Delivery</b></p>	<p>*See detailed T&amp;Cs and inclusions for each major prize as set by the Promoter and the agencies associated with this promotion.</p> <p>Winners of the three (3) major prizes will be required to prove their identity and show evidence as documented on their registration form and their valid id (driver's licence or passport) before any prize is awarded.</p> <p>Winners may also be required to provide any documentation which the Promoter and/or the Promoter's insurer reasonably requests for the purposes of prize redemption.</p> <p>If the prize has been arranged for a certain time/date, then the winner must be available to take this as specified by the Promoter. If the winner is unable to facilitate this, then they may be required to forfeit the prize.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.</p> <p>The prize/s may be provided to the prize winner/s by the prize provider and can be delivered* to the winner's residential address via mail or delivered via email; or:</p> <p>The prize/s will be available for collection by the winner from the Station. The Station will contact the winner when their prize is ready for collection.</p>
<p><b>19. Prize Claim Date and Time &amp; Unclaimed Prize Draw</b></p>	<p><b>Prize Claim</b> Prizes must be claimed by 5:00PM (AEDT) on Friday 23<sup>rd</sup> February 2024.</p> <p>If the winner does not claim their prize(s) within a three-month period, they will forfeit their prize.</p> <p>The Promoter will not be liable for prizes that are damaged or lost in the mail or not delivered to the winner due to external circumstances outside of the Promoter's control. No compensation or replacement prizes will be offered.</p> <p><b>Unclaimed prize draw</b> There will be no unclaimed prize draw.</p>

<p><b>20. Special conditions</b></p>	<p><b>General</b>  The Promoter’s decision is final, and no correspondence will be entered into regarding the award of any prize or the pronouncement of a winner or winners (as applicable).</p> <p>Prizes awarded are subject to availability and are at the complete discretion of the Promoter.</p> <p>Should any elements of the prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter’s control the Promoter takes no responsibility, and the Prize Winners will not be compensated.</p> <p>Prior to acceptance of any prize, the Promoter may require the winner to sign documents including a prize acceptance form, consent to broadcast (such as an image or footage release), liability or publicity waiver or indemnity form. Any winner that fails to sign any required documentation as requested by the Promoter may be disqualified from the promotion.</p> <p>It may also be a condition of being a prize winner that winners be available for on-air interviews and/or in-studio and/or on location interviews, photos or videos as part of redeeming a prize.</p> <p>Should there be any technical malfunctions for any reason, the Promoter has the option to extend the time period for giveaways and/or change the specified day. The Promoter will then stipulate on air the new end time of the competition. Where applicable, contestants may at the absolute discretion of the Promoter be awarded the prize off air.</p> <p><b>Information collected</b>  The Entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the competition and arranging for the prize to be provided to the winning Entrants, and otherwise in accordance with the Promoter’s privacy policy.</p> <p><b>Contesting dates</b>  Contesting dates for prize giveaways is at the absolute discretion of the Promoter. Should for any reason the contesting dates need to change (for example, due inclement weather, technical difficulties with the phones or other equipment, and/or any changes to prize availability) the Promoter will communicate the date change on air, online and/or on social. The Promoter also has the option to extend the existing contesting day should it be required for any reason.</p> <p><b>Promoter’s right to request further information</b>  The Promoter, in its sole and absolute discretion, may request for more information with respect to an entry. Contact by the Promoter or the Station does not mean that the entry is deemed the winner.</p> <p><b>Promoter’s right to exclude any entrant</b>  The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the promotion.</p>
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	<p><b>Consent to further contact by the Station</b>  By entering this Promotion, you agree that the Promoter or its related entities can contact you for future promotions, including but not limited to, using your details, and broadcasting them on air and/or online.</p> <p>The Promoter will only collect and use your details in accordance with its Privacy Policy.</p> <p><b>Consent to broadcast participation in contest</b>  By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use their name, image, voice, likeness, biographic information, or any other material that identifies them, including any photographic, visual or sound recordings of the same (collectively, Recordings), for the purposes of conducting the competition and for marketing and promotional purposes. This licence includes any social media material published in accordance with the Competition.</p> <p><b>Indemnity</b>  Contestants indemnify the Promoter and its related entities against any claim, action, proceeding, loss or expense arising out of any liability for claims by a third party, or any claims they may have, caused by or in connection with their participation in the Competition or the acceptance of any prize. The Promoter has no ongoing liability to the entrant or their nominated person, for any reason whatsoever.</p> <p><b>Facebook/Instagram/Twitter</b>  The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to register for the Promotion.</p> <p>When entering this Promotion, you agree to release Facebook, Instagram and Twitter from all liability and claims arising out of or in connection with the Promotion or these terms and conditions.</p> <p>You acknowledge and agree that your entry must be in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities and can be removed at any time by the Promoter or otherwise in accordance with Twitter, Instagram and Facebook's Statement of Rights and Responsibilities.</p> <p>The Competition is in no way sponsored, endorsed, administered by, or associated with Facebook and Twitter. Any questions, comments, or complaints regarding the Promotion should be directed to the Promoter.</p> <p>When entering the Promotion, you are providing your information to the Promoter and not to Facebook, Instagram, or Twitter.</p> <p>Costs associated with accessing the Facebook, Instagram or Twitter pages or accounts remain an Entrant's responsibility and may vary depending on the internet service or telecommunications provider used.</p>
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**Tamworth Broadcast Services (Operations) Ltd Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.**

## **Radio 88.9fm Tamworth**

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### **General Terms and Conditions for Promotions & Competitions**

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These General Terms and Conditions for Promotions & Competitions apply to all Radio 88.9fm Tamworth contests which are not covered by Terms and Conditions specific to that competition or activity. Special Terms & Conditions may apply to particular contests in which case an addendum to these General Contest Rules will be made for that contest. These general rules may be amended or replaced from time to time; entrants should enquire at 88.9fm (or on the 88.9fm website [www.889fmtamworth.com.au](http://www.889fmtamworth.com.au)) for the current version, or for any special Terms and Conditions for contests you wish to enter.

- Special Terms and Conditions may apply to a particular contest, at which time, separate Terms and Conditions will be available for the contest involved.
- No person may enter any contest more than once unless stated in Special Terms and Conditions.
- All prizes must be collected within three months of winning. Unclaimed prizes thereafter will be placed back in the prize pool or made use of as RADIO 88.9FM TAMWORTH sees fit.
- RADIO 88.9FM TAMWORTH will not notify winners of remaining time, it is the sole responsibility of the winner to collect their prize.
- All prizes must be claimed by the winner unless otherwise advised. Identification must be produced to claim a prize (examples include: driver's license/passport/student card which includes a photograph). At its discretion, RADIO 88.9FM TAMWORTH may allow the winner to nominate a representative to collect a prize. Identification of both the winner and representative will be required.
- RADIO 88.9FM TAMWORTH may elect to post a prize but no responsibility will be accepted by RADIO 88.9FM TAMWORTH for the safe postal delivery of the prize.
- If a winner chooses not to accept a prize, then they forfeit that particular prize.
- Winners under the age of 18 must be accompanied by a parent/guardian when collecting their prize.
- Upon request by RADIO 88.9FM TAMWORTH, a copy of these Terms and Conditions must be signed by any winner.
- All prizes and vouchers are not transferable or exchangeable in any way and cannot be taken as cash.
- RADIO 88.9FM TAMWORTH and its associated agents do not give any guarantees, warranties to prizes whatsoever and under no circumstances shall RADIO 88.9FM TAMWORTH or associated agents be responsible for any damage, loss or consequential loss suffered by any party as a result of their use or misuse of a prize.
- All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Winner's must provide the correct details for their nominated bank account and they will not be compensated if incorrect details are provided resulting in cash prizes being paid to the wrong account. Alternatively, winners can (1) request a cheque be drawn, payable to the winner only, or (2) arrange to pick up

the cash prize at the station.

- If the nominated prize is or becomes unavailable; RADIO 88.9FM TAMWORTH, at its discretion may substitute a replacement prize.
- All competition entries and any material submitted in connection with any contest (written, audio, electronic or visual) become the property of RADIO 88.9FM TAMWORTH. Entry into any contest deems consent to use prize winner's names and photographs and audio for any promotional purposes.
- Entries via the Internet are sent entirely at the risk of the entrant. RADIO 88.9FM TAMWORTH is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the website, the Internet or any other website, or any combination thereof, including but not limited to any injury or damage to any persons computer related to or resulting from participating in or downloading any material from RADIO 88.9FM TAMWORTH or other sites associated with the radio station, its sales or promotional activities or ventures.
- RADIO 88.9FM TAMWORTH's decision is final and no correspondence will be entered into.
- RADIO 88.9FM TAMWORTH reserves the right to alter these Terms and Conditions, withdraw any prize or cancel all or part of the promotion in its absolute discretion without notice subject to state regulation.
- Persons under 18 years of age are ineligible to enter any contest where the prize consists of alcohol or vehicle or where special Terms and Conditions are enforced and state otherwise.
- If RADIO 88.9FM TAMWORTH fails to enforce any of these General Terms and Conditions in any instant no correspondence or claim will be entered into.
- Tamworth Broadcast Services (Operations) Ltd. trading as RADIO 88.9FM TAMWORTH 20 Darling Street, Tamworth, NSW. ABN 47 744 587 412
- All parties are ineligible to enter any competition if:
  - They have won a prize from RADIO 88.9FM TAMWORTH in the past 3 months to the date. E.g. a winner on January 1, 2021 will be ineligible to win a prize until April 1, 2021.
  - They are discovered to have used or attempted to use more than one name or an alias name in order to win prizes from RADIO 88.9FM TAMWORTH.
  - They are an employee/volunteer or a member of the immediate family of an employee/volunteer of Tamworth Broadcast Services (Operations) Ltd./ 96.3fm/88.9fm Tamworth (ABN 60 652 005 037) and/or a sponsor or affiliate associated with the contest.
- All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Policy for the Promoter. Please refer to the station's website for a full description of our privacy policy



