

**88.9FM/96.3FM KEYS TO SUMMER PROMOTION
CRUISE FOR 2 TO FIJI PRIZE DETAILED TERMS AND CONDITIONS
NSW Authority Number TP/03027**

The Promoter is Tamworth Broadcast Services (Operations) Ltd trading as 96.3fm/88.9fm Tamworth Radio (ABN 60 652 005 037) or 20 Darling Street, Tamworth, NSW Australia 2340, phone (02) 6766 6342. **NSW Authority Number TP/03027**

The Prize Provider is Aqua Irrigation Holding Pty Ltd trading as Aquawest Tamworth (ABN 42 633 386 393 or 2 Avro Street, Tamworth NSW Australia 2340, phone (02) 6762 3033.

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 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**').

Prizes

- The total prize pool value is up to AU\$20,000.00 (incl. GST) which includes:
 - a. 1 x Cruise for 2 to Fiji
 - b. 1 x Leisurerite Dyad Spa (4-person spa bath)
 - c. 1 x 209 Piece Tool Kit with Chest and Trolley
 - d. 90 x 88.9fm/96.3fm merchandise packs – 20 of these packs will have 1x \$20 gift card each

4-Person Spa Bath Prize Rules and Inclusions

- The competition prize is for one 4-person Leisurerite Dyad Spa valued at \$9,000 including GST. The spa will come prewired. It is the responsibility of the prize winner to ensure that a dedicated circuit electrical power outlet is available within a maximum distance of 9 metres of the proposed spa placement. All power points are to be protected from the weather, rain, mist and fog. Prize Provider accepts no liability for costs associated with additional wiring required for install.
- **Delivery is free within a radius of 50km of Just Spas Tamworth. Extra costs will incur outside this area. Delivery is to the safest and most convenient location onsite.**

- Installation which includes but not limited to extra labour, cranes or any other lifting devices are NOT included. It is the responsibility of the prize winner to arrange this if deemed necessary.
- It is the responsibility of the prize winner to ensure necessary ground preparation is made for their spa bath. A structurally sound, level surface that can support the filled weight of the spa plus the number of spa bathers is required.
- Installation of a spa must comply with your local council and is the responsibility of the prize winner to check with relevant local body authorities for further information. The Promoter and Prize Provider or any of its associated dealers cannot be held responsible or liable for any costs associated with individual circumstances relating to the electrical systems of the customer's home.
- The Promoter and Prize Provider shall not be liable for any costs, expenses, loss, damage, personal injury or death whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained arising out of or in connection with the competition, the taking or using of a prize, or any act or omission (whether negligent or not) of the Promoters or any of their associated agencies, except for any liability which cannot be excluded by law.
- The 4-person Leisurerite Dyad Spa is to be delivered within 28 days of the prize being drawn. However, in the event of shipping delays it can exceed this period. Winner will be contacted and advised of a new delivery date.
- The prize is not transferable or redeemable for cash under any circumstances.
- By participating, the Entrant ("You") agrees to be fully, unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of the Promoter and Prize Provider as final and binding as it relates to the content of this Contest.

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, by representatives of the Promoter and agencies associated with this promotion. 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.

General

- The Promoter's decision is final, and no correspondence will be entered into.
- The Prize is subject to availability. If the Prize (or part of the Prize) is unavailable, the Promoter, 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.
- With the exception of any expenses specifically included in the Prize, all costs associated with prize delivery and installation will be the responsibility of the winner and will not be borne by the Promoter and Prize Provider.
- 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 redeem the prize 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 the Promoter, including but not limited to, being interviewed and photographed, and the winner grants the Promoter 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.
- The winner must provide valid identification to the Promoter and Prize Providers. The winner must be over the age of 16 years. If under 16, winner must be accompanied by a parent or guardian.
- The Promoter and Prize Providers accept 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 the Promoter 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, the Promoter and Prize Providers (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 the Promoter's 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 the Promoter) due to any reason beyond the reasonable control of the Promoter; 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 the Promoter; f) any tax liability incurred by a winner or Entrant; or g) use of and/or taking of the prize.
- The Promoter collects personal information in order to conduct the competition and administer the Prize and may, for this purpose, disclose such information to third parties. Entry is conditional on providing this information. The Promoter 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 the Promoter.
- 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.