

Competition Terms and Conditions Schedule
Game of Chance

Permit No:
SA Licence No. T20/39

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| 1: | Name of Promotion | Mix102.3 Secret Sound |
| 2: | Promoter Name & ABN | 5AD Broadcasting Pty Ltd ABN 54 055 624 765 |
| 3: | Stations | MIX 102.3 |
| 4: | Websites | http://www.mix1023.com.au/ |
| 5: | State or Territory | SA |
| 6: | Competition Period start Date & Time | Active Call Backs: 6am local time from Monday 13 th January 2020 |
| 7: | Competition Period Close Date & Time | Up to 9am local time Friday 3 rd April 2020 |
| 8: | Entry Restrictions | <ul style="list-style-type: none">a) Entrants must be 18 years or older.b) Entrants must be resident in South Australia.c) Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is a winner.d) Entrants may only submit guesses on-air. Guesses submitted in any other way will be deemed invalid, as determined by the Promoter in the Promoter's absolute and sole discretion. |
| 9: | How to enter | <p>Phone entry:</p> <p>At various times during the Competition Period:</p> <ul style="list-style-type: none">(a) Entrants need to listen to Mix102.3 to hear the audio of a 'mystery sound' (the mystery sound is determined by the Promoter in its discretion).(b) Once the mystery sound has been broadcast, listeners will be invited to call 8300 1023 at various times between the hours of 6.00am – 9.00am local time weekdays.(c) Upon being invited to call, a caller or callers (as determined by the Promoter) will be selected at random by the Promoter (as determined by the Promoter in its absolute discretion) and the selected caller will be invited to listen to the mystery sound audio again and then state one (1) guess to identify the mystery sound on-air. The Promoter reserves the right to play the mystery sound audio as many times as it sees fit (in its |

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| | <p>absolute discretion).</p> <p>(d) If the caller correctly identifies the mystery sound and its location on air (as determined by the Promoter in its sole and absolute discretion) then they will be deemed a winner and awarded the Major Prize.</p> <p>(e) If the caller does not correctly identify the mystery sound and its location, or does not provide the level of detail required to be deemed a winner (as determined by the Promoter in its sole and absolute discretion) that caller will not be awarded the Major Prize.</p> <p>(f) For the avoidance of doubt, the mystery sound must be identified to exact specifications as set out by the Promoter in its discretion. Small details missing from an entry may deem it incorrect. The Promoter's decision is final and no correspondence will be entered into.</p> <p>(g) The Promoter, in its absolute discretion, may offer clues from time to time and/or a 'bonus prize' for a particular contesting segment which will be awarded in addition to the Major Prize, should the entrant for that selected contesting segment be deemed a winner. Should the selected entrant not guess correctly, the 'Bonus prize' will be forfeited and the Major Prize only will apply.</p> <p>(h) The Promoter, in its absolute discretion, may offer entrants the option to 'buy a clue' throughout the promotional period whereby the total prize value will be deducted dependent on the 'buy a clue' value. For example, if the entrant elects to 'buy a clue' for \$5,000 and correctly guess the sound, they will be awarded a total Prize Value of \$5,000.</p> <p>(i) The Promoter, in its absolute discretion, may offer entrants the option 'to take a cash/other alternative prize bribe' in exchange to forfeit their guess of the 'mystery sound' throughout the promotional period.</p> <p>(j) The Promoter reserves the right to award additional guesses.</p> <p>(k) The Promoter reserves the right to award discretionary 'Bonus Prizes' for a selected contesting segment. Bonus Prizes will be valued between \$1 and \$10,000 and are at the sole discretion of the Promoter. Bonus Prizes apply to one particular contesting segment only and are awarded in the Promoter's absolute discretion. Bonus prizing may include but is not limited to; cash, vouchers, concert tickets, movie tickets etc.</p> |
| 10. Limitation on entries | <p>Entrants can enter as many times as they like during the Competition Period however, once an entrant has been selected and guessed with the Promoter on-air, they may not enter again.</p> |
| 11. Challenge Details | N/A |

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| 12. Judging Criteria | N/A |
| 13: Prize Details | <p>There is up to x 1 (one) major prize to be won for 1 (one) winner, as follows:</p> <p>Major Prize 1: Up to \$10,000 inc GST</p> <ul style="list-style-type: none"> - The Promoter reserves the right to award discretionary 'Bonus Prizes' for a selected contesting segment. Bonus Prizes will be between \$1 and \$10,000. Bonus Prizes apply to one particular contesting segment only and are awarded in the Promoter's absolute discretion. |
| 14: Total Prize Value | Total Major Prize pool is valued at up to \$20,000 inc GST |
| 15: Winner Notification and publication | <ul style="list-style-type: none"> - The prize winner will be notified on-air if they have been successful in winning the Major Prize. The prize winner will then be contacted after winning via phone and email to organise the prize. - If the caller is unsuccessful in obtaining the prize, they will be notified on-air and there will be no follow-up from the Promoter. - Winners of prizes over \$251 will be published on the Station Website by Tuesday 7th April 2020. |
| 16: Prize Claim and Delivery | <ul style="list-style-type: none"> - Upon evidence of the contestants correctly guessing the mystery sound, the prize will be transferred to the winner's nominated bank account via electronic funds transfer (EFT transactions take up to 28 days). - All winners will have a three-month period from the time of winning to claim their prize. If the winner does not claim their prize within a three-month period, they will forfeit their prize. |
| 17. Special conditions | <ul style="list-style-type: none"> - For the avoidance of doubt, entrants must specifically identify the exact mystery sound and its location, by describing the full name of the action involving the specific items as determined by the Promoter. The Promoter may require a deep level of detail to correctly describe the mystery sound. The Promoter's decision is final and no correspondence will be entered into. - The Promoter, in its sole and absolute discretion, may request for more information with respect to a caller's mystery sound guess. - The winner must prove their identity and show evidence as documented on their birth certificate, drivers' licence or passport before any cash is rewarded. - Should the contesting segment not be able to run live, the Promoter will pre-record a contest with entrants from the list which will run on the pre-recorded show day. Any caller who is |

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| | <p>chosen to participate in a pre-recorded segment will be made aware at the time of calling.</p> <ul style="list-style-type: none"> - The Promoter reserves the right to solicit for entrants on Facebook, Instagram and Twitter and invite them to participate for the Promotion. - If an entrant's phone line drops out, or for any reason the entrant's guess is inaudible, or the announcers are unable to hear the entrant on the phone line, the Promoter (in its sole and absolute discretion) may decide to replace the selected entrant by randomly selecting another entrant who successful called 8300 1023. - The Promoter reserves the right to give clues and hints as to the mystery sound on-air and/or online at its sole and absolute discretion. - By entering this competition, Entrants grant to the Promoter a perpetual, non-exclusive, royalty free licence to use the materials for the purposes of conducting the competition and for marketing and promotional purposes. - The promoter reserves the right to award additional guesses but is under no obligation or expectation to do so. |
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The Australian Radio Network General 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.

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions & Competitions

The following document covers all promotions and competitions run by this radio station both On-Air & Online. There are sometimes additional Terms and Conditions applicable to certain competitions, these competition specific Terms can be found in the link under the relevant competition section contained on this site.

1. THIS DOCUMENT:

- 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").
- 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
- 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
- 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

2. **CONDITIONS OF ENTRY:**

- 2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.

3. **WHO MAY ENTER PROMOTIONS:**

- 3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.
- 3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.
- 3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.
- 3.4 Unless otherwise provided for in the Special Conditions, all prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 3.5 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 3.6 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 3.7 Prizes are non-transferable and may not be redeemed for cash.
- 3.8 All "cash" prizes will be paid by cheque drawn payable to the winner only.
- 3.9 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 3.10 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 3.11 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.
- 3.12 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.

- 3.13 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 3.14 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 3.15 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 3.16 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 3.17 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.
- 3.18 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 3.19 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 3.20 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 3.21 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 3.22 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

4. PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:

- 4.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.
- 4.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in

respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.

- 4.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 4.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 4.5 Winner may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to activity commencement. Such proxy to provide a release and indemnity in accordance with clause 4.1 and otherwise to be bound by the Terms and Conditions of the Promotion.
- 4.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.

5. **PRIZE COLLECTION:**

- 5.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 5.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 5.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 5.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 5.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 5.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.
- 5.7 If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter in relation to participation or entry in the Promotion (including where someone who is not the entrants answers the telephone on the entrant's behalf), that entrant may be disqualified and a replacement entrant or winner (whichever is applicable) selected by the Promoter.
- 5.8 Regardless of whether an entrant or winner is contacted or contact is attempted by the Promoter, if that winner does not claim their prize by the specified time, the Promoter reserves the right to void that entry and/or select another winner.

6. **PUBLICITY:**

- 6.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.

- 6.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.
- 6.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use on line without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.
7. **EXCLUSION OF LIABILITY:**
- 7.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 7.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 7.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.
- 7.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.
8. **OWNERSHIP OF ENTRIES:**
- 8.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).
9. **DISQUALIFICATION:**
- 9.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
- 9.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 9.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;

- (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
- (c) acting in violation of these Terms and Conditions; or
- (d) acting in an unsportsmanlike or disruptive manner.

9.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to the Promoter.

10. **TERMINATION:**

10.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.

11. **PARTICIPATION:**

11.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

12. **PRIVACY:**

12.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.