

BATMAN

COMPETITION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The following terms and conditions apply for the Hot30's Batman competition (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be collected at the reception desks of 2DAYFM (Level 15, 50 Goulburn St, Sydney 2000), FOXFM (180 St Kilda Road, ST KILDA VIC 3182), B105 (309 North Quay, Brisbane, QLD 4000), SAFM (128 Green Hill Road, Unley, SA 5065) and 92.9 (450 Roberts Road, Subiaco, WA 6008) and can be downloaded from www.hot30.com ("the website").

2. PROMOTER

The promoters are, jointly and severally:

Austereo Pty Ltd (ABN 85 007 914 641) trading as **2DAY FM** of Level 15, 50 Goulburn Street SYDNEY NSW 2000, **FOX FM** of 180 St Kilda Road, ST KILDA VIC 3182, **B105** of 309 North Quay, Brisbane, QLD 4000, **SAFM** of 128 Green Hill Road, Unley, SA 5065;
Consolidated Broadcasting System (WA) Pty Ltd (ABN 17 008 670 460) trading as **92.9** of 450 Roberts Road, Subiaco, WA 6008;
Radio Newcastle Pty Ltd (ABN 57 000 225 525) trading as **NXFM** of 252 Pacific Highway Charlestown NSW 2290; and
Canberra FM Radio Pty Ltd (ABN 46 074 733 823) trading as **104.7** of Bellenden Street, Gungahlin ACT 2912

3. DURATION

- 3.2 Contesting will occur between **7pm and 10pm** weekdays from **Monday 30th June 2008** to **Friday 11th July 2008** inclusive ("Contesting Days"). The Promoter reserves the right to add additional Contesting Days at its own discretion.

4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of NSW/ACT/VIC/QLD/SA and WA
- 4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 4.3 A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize valued at \$10,000 or more in any competition run by the Promoter 6 months prior to their entry in this Competition.

5. METHOD OF ENTRY

- 5.1 To enter:
- (a) During the Competition Period, The Hot30 (at their discretion) will provide clues through a combination of online and on air prompts as to the nightly location of the "Batlight" (light which will be projected onto certain structures in each state/territory capital city and Newcastle).
- (b) There will be a nightly location for the Batlight in QLD, NSW, ACT, Newcastle, VIC, SA and WA ("Batlight Location"). Listeners will be asked to locate/find the Batlight and make themselves known to the Promoters representative to win a minor prize and be put in the major prize draw. The length of time the Batlight will remain in one location will be at the absolute discretion of **the Hot30 ("Competition Period")**.
- 5.2 Inaudible, incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the

Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

- 5.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.
- 5.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.
- 5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 5.6 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

6. DRAW / JUDGING

- 6.1 If a listener feels that they have identified the Batlight Location, they will need to go to that location and identify themselves to the representative of the Hot30.

If that location:

- is the Batlight Location; and
- no other contestant has been awarded the minor prize from that location

that contestant will win a minor prize. There can only be one minor prize winner from each Batlight Location (7 each night) on each Contesting Day.

The minor prize winner will be required to provide various personal details to the **Hot30** representative (including but not limited to name and contact details).

Once a minor prize has been awarded successfully in each Batlight Location play will cease for that Contesting Day and will recommence the next Contesting Day night in the Competition Period. E.g. if SA and QLD have awarded their minor prize play will cease in SA and QLD but will continue in all other locations until each location has awarded a minor prize winner.

If more than one person identifies themselves to a Hot30 staff member at the Batlight Location, the minor prize winner will be the person who identifies themselves first. If, in **the Hot30's** opinion, more than one person identifies themselves to the Hot30 representative at the same time, a decision as to who the minor prize winner is will be at the absolute discretion of the **Hot30** representative on the street and no correspondence or discussions will be entertained.

The first person who identifies themselves to a Hot30 staff member will be linked to the Hot30 via phone once they arrive at the Batlight Location and will go to air on the Hot30. The caller that goes to air from each Batlight Location will win the minor prize. There will be a total of 7 calls that go to air each Contesting Day night.

No person who approaches any Hot30 representatives will be awarded the minor prize if any of the following apply:

- if the minor prize has already been won for that particular location/Contesting Day; and
- If it is outside of the Competition Period.

On any given night of the Competition Period, should it eventuate that nobody correctly identifies the location of the Batlight within the designated timeframe, and therefore nobody identifies themselves to the Hot30 staff member on-site within the designated timeframe, then no minor prize will be awarded on that particular date.

Grand Final

There will be one grand final contest. All the minor prize winners will be placed in a draw and one minor prize winner will be selected randomly at Austereo in Sydney at LV15, 50 Goulburn St Sydney NSW as the major winner on Monday 14th July at 5pm AEST. The draw will be a random manual draw. The first minor prize winner drawn will win the major prize.

6.2 Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

7. PRIZE(S)

7.1 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing.

7.2 There are **70 minor** prizes to be won. Each minor prize will consist of one (1) each of the following:

1 x Batman Merchandise Pack \$100

Value of each minor prize:\$100 x 70

Total value of minor prizes:\$7000

7.3 There is one (1) major prize to be won. The major prize will consist of one (1) each of the following. All details include 2 people:

Economy return flights for two people from the major prize winner's capital city to London, England United Kingdom departing on Sun 20th July 2008 and returning on Wednesday 23rd July 2008 maximum \$6000.

1 night's accommodation in London on Monday 21st July 2008 in maximum 3 star accommodation twin share including Breakfast (exact accommodation TBC) maximum \$500

2 x tickets to the London Premiere of "Batman- The Dark Knight" on Monday 21st July 2008 MCB and after party if there is one (should there not be an after party the winners will not be able to attend) MCB

Transfers from airport to hotel/ premiere/ party/ hotel/ airport maximum \$300

travel insurance for two (terms and conditions apply) maximum \$140

Total maximum value of major prize: \$6940

Total maximum value of all prizes: \$13940

8. PRIZE CONDITIONS

8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

8.2 No other costs will be included and all expenses (including but not limited to the costs of transport to and from a prize venue and meals), other than those specifically referred to above, will be at each winner's and (if applicable) their accompanying guest's cost. [Accommodation is for room charges only.]

8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.

8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8.5 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

9. NOTIFICATION

All prize winner(s) will be notified on air at the time of winning by telephone and then by post.

Details of prize winners will be published in Australian on Monday 21st July.

10. PRIZE COLLECTION

10.1 Prize winners will be required to collect their prize from reception at the participating radio stations. The Promoter reserves the right to request winners to provide proof of identity, proof of residency

and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

- 10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 10.3 Entrants proposing to redeem prizes involving or participate in the Competition where it involves, travel, stunts or challenges may at the absolute discretion of the Promoter first be required to:
- submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Competition and/or redeem the prize; and/or
 - execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Competition and/or redeem the prize.

11. **PRIZE AVAILABILITY**

- 11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 11.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

12. **TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

13. **UNCLAIMED PRIZES**

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

14. **PUBLICITY MATERIALS**

- 14.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 14.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air.
- 14.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

15. **COPYRIGHT**

By entering this Competition all entrants:

- assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and

- undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

16. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

17. TAMPERING AND OTHER MATTERS

- 17.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition or any draw/s related to the Competition.
- 17.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.
- 17.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

18. LINE DROP OUT AND INABILITY TO CONTACT

- 18.1 If in the course of a telephone call related to participation or entry in the Competition, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or broke up.
- 18.2 If a contestant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Competition (including where a third party answers the telephone on the contestant or winner's behalf) that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

19. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

20. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

21. MINORS

- 21.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.
- 21.2 If the winner of a holiday prize is under the age of 18 years, that winner must nominate a parent or legal guardian as their accompanying traveller for the trip. The winner and their accompanying traveller must not engage in any illegal or unsafe behaviour whilst travelling.
- 21.3 Where these terms and conditions require a participant to sign a Deed of Release before participating in the Competition and/or redeeming a prize and the contestant and/or winner is under the age of 18 years, such Deed of Release and Indemnity must be signed by that person's parent or legal guardian prior to their participation in the Competition and/or the prize being awarded.

22. TERMINATION OF COMPETITION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

23. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according to its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

24. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

25. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to privacy@austereo.com.au. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.

26. OVERSEAS TRIP PRIZES

- 26.1 The prize does not include airport departure or government taxes, which must be paid by the winner and their accompanying traveller (where applicable).
- 26.2 Where the prize involves overseas travel, the winner and their accompanying traveller (if applicable) must have and maintain valid passports endorsed with all relevant visas and with expiry dates no less than six (6) months following the proposed dates of travel. These passports, and their holders, must not be subject to any restrictions on their rights to travel to and from the applicable country or countries.
- 26.3 It is the responsibility of the winner and their accompanying traveller (if applicable) to check any travel advisories issued by the Australian Department of Foreign Affairs and Trade and determine whether or not they will redeem the prize.
- 26.4 Where a prize involves overseas travel, the Promoter will not be responsible for any loss or damage suffered by any contestant and/or their accompanying traveller (if applicable) arising out of a failure by the contestant and/or their accompanying traveller to follow any travel advisories issued by the Australian Department of Foreign Affairs and Trade.
- 26.5 Where travel or other warnings apply to a country and/or countries the subject of a prize the Promoter will not be liable or responsible for any loss or damage suffered by a prize winner or their accompanying traveller should any prize winner or their accompanying traveller not redeem a prize as a result of any such warning or advisory. For the avoidance of doubt, nothing in these Terms and Conditions requires the Promoter to substitute a different prize or prize of equivalent value should a travel warning or advisory apply to a country and/or countries the subject of a prize and a prize winner and/or their accompanying traveller do not redeem their prize as a result.

LICENCE NUMBER

NSW: LTPS/08/06045

ACT TP 08/02526

VIC TP 08/2717

SA T08/2508