

## **Terms and Conditions – ABC Music Competition**

1. The promoter of this competition is the Australian Broadcasting Corporation (ABN 524 292 78345), 700 Harris Street, Ultimo, New South Wales, Australia.
2. By entering the competition, you agree to be bound by these Terms and Conditions. Any instructions relating to the competition on the promoter's website form part of these Terms and Conditions.
3. The promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.
4. Entry into the competition is free.

### ELIGIBILITY

5. Entry to the competition is open to all residents of Australia.
6. An entrant must be an individual and not a company or organisation. Employees of the promoter and any person associated with the competition, or with the provision of the prize(s), are not eligible to enter.

### COMPETITION PERIOD

7. The competition opens at 9:00am AEST on Friday 3<sup>rd</sup> August, 2012 and closes at 11:59pm AEST on Sunday 26<sup>th</sup> August, 2012.
8. Any entry received after the expiry of the competition period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

### HOW TO ENTER

9. To enter the competition, you must:
  - a. Simply enter your name and email address details.
  - b. Submit your entry and your name, email address via the entry form on the website at [www.abcmusic.com.au](http://www.abcmusic.com.au)
10. You must not enter the competition more than once.

### PRIZES

11. All entries in the competition go into a random draw. The draw will be held at 10:00am AEST on Tuesday 28<sup>th</sup> August 2012 at 700 Harris St, Ultimo NSW 2007. The promoter will randomly select five (5) major prize winners from the draw.
12. There are five (5) House Party signed CDs. The total prize pool is \$150.
13. The promoter accepts no responsibility for any variation in the prize value.
14. No component of the prize can be transferred or redeemed for cash.

15. In the event that any of the prizes become unavailable due to circumstances beyond the promoter's control, the promoter reserves the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.

#### WINNER NOTIFICATION

16. The prize draw will occur within thirty (30) days of the competition closing date. The prize winners will be notified within two (2) days of the prize draw by mail, telephone or email and published on posted on the promoter's website. Prize winners will also be notified in writing within fourteen (14) days of the prize draw. Please allow at twenty-eight (28) days from the date of notification for the delivery of the prize.
17. In the event that the prize winner is unable to be contacted, the Promoter will retain the prize for three (3) months from the date of the draw. If the prize is not claimed within three (3) months of the date of the draw, the Promoter will redraw another winner for the unclaimed prize. The re-draw will take place on Tuesday 18<sup>th</sup> December, 2012 at ABC Music Offices. Re-draw prize winners will be notified as set out in above.

#### GENERAL

18. You warrant that all details provided with your entry are true and accurate and you will indemnify the promoter against any loss or damage resulting from any breach of this warranty.
19. You acknowledge that the promoter is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the promoter (in accordance with these Terms and Conditions) is at the complete discretion of the promoter.
20. You agree that the promoter may use your personal details provided to the promoter for the purpose of conducting the competition. The promoter may disclose your personal information to its contractors, agents, any co-promoter and to State and Territory gaming departments, to assist in conducting this competition. Prize winners' names may be published as set out in these Terms and Conditions. The promoter may also use your personal information for any promotional, marketing and publicity purposes of the promoter, subject to the ABC's Privacy Policy available at <http://www.abc.net.au/privacy.htm>.
21. If there is any event that prevents or hinders the promoter's conduct of the competition or the promoter's ability to deliver the prize/s to the prize winner/s, the promoter may, in its discretion, cancel the competition and recommence it at another time under the same conditions or select another winner.
22. The promoter is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The promoter assumes no responsibility for any error, omission, interruption,

deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

23. To the full extent permitted by the law, the promoter will not be liable for any death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit and the prize winner's failure to comply with the terms and conditions (if any) specified by any third party.

Authorised under permit

NSW PERMIT NUMBER: LTPM/12/00134

ACT PERMIT NUMBER: TP 11/00625.1 (Current number pending)