Competition Terms and Conditions (Game of Chance)

Schedule to Terms of Entry

This Schedule together with the Terms of Entry constitute the Competition Terms of Entry for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to the Promotion.

1.	**Promotion**	**Who's Your Caddy – President's Cup**
2.	**Promoter**	Nova 100 Pty Ltd (ACN 094 934 684) of Level 2, 678 Victoria Street Richmond VIC 3121
3.	**Permit Number**	N/A
4.	**Station/s and Website/s**	Nova 100 - www.nova100.com.au
5.	**Promotion Period**	Entry into the Promotion commences at: 6.00am AEDT Monday 18 November 2019 Entry into the Promotion closes at: 12.00pm AEDT Sunday 1 December 2019
6.	**Eligible States and Territories** Clause 2	VIC
7.	**Age Restriction** Clause 2	Entrants and any companions (if applicable) must be: 18 years of age or over.
8.	**Maximum Number of Entries** Clause 3	Entrants may submit as many entries as they wish however each entry must be submitted via a separate entry and must independently comply with these Competition Terms of Entry. For the avoidance of doubt, unless otherwise expressly stated, entrants may only win one (1) prize each in the Promotion.
9.	**Entry Method** Clause 3	**Website Entry and draw** During the Promotion Period entrants must visit the Website and fully complete the online entry form and register their details in the manner required. All valid entries received during the Promotion Period will be placed into a draw, as set out below under Draw Details. The Promoter will conduct the draw in accordance with the Draw Details below.
10.	**Entry Restrictions**	N/A
11.	**Draw Details** Clause 4	One (1) draw will be conducted, as follows: • Between 7.00am AEDT Monday 2 December 2019 and 7.00am AEDT Tuesday 3 December 2019 at the Promoter's premises. The twenty (20) valid entrants drawn will each be awarded a prize.
12.	**Prize** Clauses 8 - 15	**Prize** There are up to twenty (20) prizes to be won, each comprising of: One (1) x double Ground Admission pass (for the winner and one (1) companion) to the 2019 Presidents Cup at The Royal Melbourne Golf Club, Cheltenham Rd, Black Rock VIC 3193, between 9 December 2019 and 15 December 2019 (valued at up to AUD $310 (incl GST)).
13.	**Prize Restrictions**	**Prize must be taken on certain dates**

	Clauses 8 - 15	Entrants and their companion/s (where applicable) must be able to take the prize between 9 December 2019 and 15 December 2019. Dates and schedules of the prize are not under the Promoter's control and are subject to change. The Promoter takes no responsibility for any date or schedule changes.
14.	**Total Prize Value**	Up to AUD $6,200 (incl GST).
15.	**Notification of Winners** Clause 17	Winners will be notified by one or more of the following by 5.00pm AEDT Wednesday 4 December 2019 ☐ mail ☒ email ☐ telephone ☐ in person ☐ on-air at the time of winning ☐ Website(s) ☐ social media
16.	**Publication of Winners** Clause 17	N/A
17.	**Prize Claim Date** Clause 18	Prizes must be claimed by 12.00 pm AEDT Thursday 5 December 2019
18.	**Unclaimed Prize Draw** Clause 18	The unclaimed prize draw will be conducted at 12.30 pm AEDT Thursday 5 December 2019 at the Promoter's premises.
19.	**Prize Delivery** Clause 8	The prize will be available for collection by the winner from the Promoter's premises (as specified by the Promoter). The Promoter will contact the winner when the prize is ready for collection.
20.	**Additional Conditions**	N/A

Competition Terms and Conditions

Terms of Entry

1 Schedule and Terms of Entry

(a) These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering the Promotion, entrants accept these Terms of Entry.

(b) To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails. For the avoidance of doubt, the Promoter's General Terms of Entry (available on the relevant Website) do not apply to this Promotion.

2 Eligible Entrants

(a) **Eligible States and Territories.** Entry is open only to residents of the Eligible States and Territories specified in the Schedule (refer to checked boxes) who comply with the Age Restriction.

(b) **Associated persons and entities.** Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion or of any Australian commercial radio broadcaster are ineligible to enter.

(c) **Using different identities.** Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.

(d) **Previous Winnings.** A person is ineligible to enter this Promotion if that person or anyone from the same family or household has won prizes to the value of $500 or more in any promotion(s) run by the Promoter or any radio station owned or controlled by Nova Entertainment Pty Ltd in the thirty (30) days prior to the commencement of the Promotion Period.

(e) **Correct Information.** 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 sole discretion of the Promoter, be deemed invalid.

(f) **Proof.** 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.

3 Entry Method

(a) **Promotion Period.** To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.

(b) **SMS Entry.** If this Promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only

open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants under the age of 18 must obtain the bill payer's permission prior to entering. The Promoter's service provider is Salmat Digital Pty Ltd (helpline: 1300 131 276).

(c) **Phone Entry.** If this Promotion involves entry via a promotion phone line, the maximum cost of a call to the promotion phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones. Entrants under the age of 18 must obtain the bill payer's permission prior to entering.

(d) **Online Entry.** Costs associated with accessing any Website remain an entrant's responsibility and may vary depending on Internet Service Provider used.

(e) **Social Media Entry.** If this Promotion is conducted or involves entry via a social media platform, the following will apply:

(i) an entrant's entry must be submitted by the individual entrant;

(ii) entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;

(iii) use of social media platforms is subject to the terms and conditions of use of that social media platform;

(iv) entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. The winner and their companion(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users; and

(v) to the extent permitted by law, the winner and their companions agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companions in respect of their participation in the Promotion.

(f) Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.

4 Entries and Draw Details

(a) The draw/s will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Draw Details and Prize details specified in the Schedule.

(b) Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

(c) Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).

5 Use of Entries

(a) By entering this Promotion, an entrant consents to their voice, name, image, location, content of their entry and any other information submitted to the Promoter being broadcast on-air and/or published in any form of media by the Promoter, the Promotion's prize supplier and any promotional partners associated with the Promotion.

(b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

6 Intellectual Property Rights

(a) Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.

(b) All entries and materials submitted to the Promoter in connection with this Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:

(i) consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise this Promotion or for any other purposes;

(ii) warrants that their entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;

(iii) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and

(iv) will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7 Challenge

(a) If the Promotion involves a challenge, the challenge will be conducted in accordance with any challenge details specified in the Schedule and as notified by the Promoter to the entrants at the time of participating in the Challenge.

(b) Should the challenger refuse, or fail to satisfactorily complete the Challenge within the time specified, they will not receive any prize (or progress to the next stage of the Promotion, where applicable) and the Promoter will not be required to conduct the Challenge again. The Promoter's decision as to the result of the Challenge is final and no correspondence will be entered into.

8 Prize (General)

(a) **General.** The Prize for this Promotion is specified in the Schedule and the total prize value is specified in the Total Prize Value section of the Schedule.

(b) **If Prize winner is under 18 years of age.** If a winner of a Prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the Prize to the winner's parent or guardian (who is aged over 18 years).

(c) **No transfers or exchanges.** The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any 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 supplied for that element of the Prize.

(d) **Variation in Prize value.** The Promoter accepts no responsibility for any variation in Prize value. Where a Prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Eligible States and Territories.

(e) **Tax Implications.** The Promoter is not responsible for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

(f) **Prize Delivery.** Prizes will be provided by the Promoter to the winner as stated in the Prize Delivery section of the Schedule.

9 Events

If the Prize includes any events, the following terms will apply:

(a) I.D to enter the venue is required. The venue reserves the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated;

(b) Dress standards apply (at the discretion of the venue);

(c) The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason; and

(d) Responsible services of alcohol laws will be strictly enforced.

10 Cash Prize

Prize will be electronically transferred into the prize winner's nominated Australian bank account (or to the nominated bank account of the winner's parent/guardian if the winner is under 18 years of age).

11 Apple Products

If the Prize includes an Apple product, entrants acknowledge that Apple is not a participant in or sponsor of this Promotion.

12 Travel Prize

If the Prize includes any travel, the following terms and conditions will also apply (where applicable):

(a) **Blackout periods.** If the Prize includes international or domestic travel, the Prize cannot be taken during peak periods or any travel 'blackout' periods applying which will be specified by the Promoter or applicable prize provider, and must be booked and completed as specified by the Promoter and/or the prize provider or organiser of the Prize.

(b) **Travel dates.** All travel must be taken or completed by any dates specified by the Promoter and/or prize supplier and is subject to availability. If the Prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter.

(c) **Travel and accommodation subject to availability.** Any travel and accommodation constituting part of a Prize (if applicable) are subject to booking availability, availability of select seat class with airlines or specific room category availability with accommodation partner. All costs associated with a travel Prize which are not specified to be included in the Prize, including but not limited to any transfer costs (including transport to and from the airport), meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion/s (if applicable).

(d) **Travel insurance, visas and vaccinations.** The winner and any travelling companions (if applicable) are responsible for obtaining all necessary valid travel insurance, documents to travel to the relevant country (including a current passport and visas, if required) and any vaccinations. The winner should consult the Embassy or Consulate of that jurisdiction for up-to-date information to ensure they can obtain the required visa prior to travel, in order to accept the Prize. If the winner and/or their companion is unable to obtain a relevant visa or travel document, and/or is refused entry into the relevant country, the winner may forfeit the Prize, in the sole and absolute discretion of the Promoter.

(e) **Cancellation, changes, delays, rescheduling etc.** The Promoter is not responsible for any cancellation, changes, delay or rescheduling of events, travel, activities and flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and its companions. In the event that one or more event or activity is no longer available, the remainder of the prize shall constitute the complete and total Prize.

(f) **Organising travel and transfers.** Unless otherwise specified in the Prize section above, it is the winner's responsibility to organise transport to/from the airport departure/return point.

(g) **Third party terms and conditions.** Redeeming the prize and any tickets, passes or vouchers issued as part of the Prize is conditional on acceptance of terms and conditions as detailed by the Promoter, any prize providers and the airline carriers in accordance with normal travel practices.

(h) **Credit card and expenses.** The winner and/or their companions must have a valid credit card. Any spending money, meals, additional activities and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize section above are the responsibility of the winner and his/her nominated companion (if any) as incurred.

(i) **Amendments and alterations to travel.** Regarding travel, the Prize cannot be amended or altered. If, in the Promoter's sole and absolute discretion, an amendment or alteration to the travel booking is permitted, the winner is responsible for any amendments fees issued by airlines or other prize suppliers as a result of an action of the winner and/or their companion, once booking is confirmed and ticketed.

(j) **Travel components taken together.** The prize winner and their companion must travel together and participate in the Prize together at all times. All components of the travel Prize must be taken together and when offered or are forfeited. Any element of the Prize not taken will be deemed to be forfeited.

(k) **Missed flights, etc.** If the winner and/or their companions miss any of the arranged flights or any other travel component, the winner will forfeit the Prize (at the Promoter's sole and absolute discretion).

If the Prize includes any international travel, the following terms and conditions will also apply (where applicable):

(l) **Valid and current passport.** The winner and their companion (if any) must hold a passport (which is current and valid at the time of entering the Promotion) with at least six (6) months validity from the travel date of the Prize. The winner and their companion must provide a copy of their passports at the time of winning to verify the validity. If the winner and/or their companion do not supply their passports as requested, the winner will forfeit the Prize as determined by the Promoter in the Promoter's absolute and sole discretion.

(m) **Mobile phone.** Winners must have a mobile phone with them at all times during their participation in the Prize, and they must be able to make and receive calls while in overseas locations via global roaming. All costs of the winner's mobile phone will be the responsibility of the winner. The Promoter takes no responsibility for any additional costs associated with a winner taking or using a mobile phone during the Prize, including but not limited to all call, data and roaming charges.

(n) **Comply with reasonable directions.** The prize winner and their companions must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the Prize, including all directions in relation to health, age, behaviour, safety and legal and responsible consumption of alcohol. No compensation will be payable if the winner and/or their companions are unable to use any element of the Prize as stated for whatever reason, including refusal of entry or departure into or out of the relevant country or participation in any other activities for health, age, behaviour or safety reasons. If the winner or their companions fails to participate in the Prize in the manner required, as stated in this condition and/or in the reasonable opinion of the Promoter or any prize supplier, the balance of the Prize will be forfeited with no compensation payable.

13 Vehicle Prize

(a) If the Prize includes any vehicle (**Vehicle**), including a motor vehicle/motorcycle/motor scooter/boat or any other vehicle, the Prize does not include any insurance or accessories not specified. The prize winner must provide all information and sign all documentation necessary to enable the Promoter or prize supplier to register the Vehicle in the name of the prize winner prior to collection. To be eligible to claim the Vehicle, the prize winner must be capable of obtaining registration of the Vehicle in his or her name in accordance with any applicable legislation in the Eligible States and Territories in which the Vehicle is collected.

(b) If the prize winner is, through any legal incapacity or otherwise, unable to register the Vehicle in his or her name then he or she may assign the Vehicle to another person with legal capacity for the purpose of registration of the Vehicle.

14 Events and Meet & Greets

(a) If the Prize involves the winner and any companions (if applicable) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companions, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.

(b) If the Prize involves the winner and any companions (if applicable) attending an event, meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companions, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

15 Vouchers and Tickets

(a) If the Prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.

(b) If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

16 Publicity

(a) Entrants must, at the Promoter's request, participate in all promotional and publicity activity in connection with this Promotion or the winning of any Prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition.

(b) An entrant consents to the Promoter, its promotional partners, prize suppliers and its related bodies corporate using the entrant's name, likeness, entry, image and/or voice in any media for an unlimited period of time without further notification, remuneration or compensation for any purpose in connection with the Promotion.

17 Notification and Publication of Winners

The winner/s will be notified and their name and state of residence will be published as stated in the Notification of and Publication of Winners section of the Schedule.

18 Prize Claim Date and Unclaimed Prize Draw

(a) If any Prize is not claimed by the Prize Claim Date, the Promoter reserves the right to conduct further draws to determine a winner for that Prize as stated in the Unclaimed Prize Draw section of the Schedule.

(b) If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Eligible States and Territories, if required. If no details are specified in the Unclaimed Prize Draw section of Schedule, any unclaimed Prize (or part thereof) will be distributed at the Promoter's discretion.

19 Risks, Health, Criminal History and Safety

(a) The winner and their companions must be in good health and must not have any pre-existing medical conditions that would prohibit them from flying, using and participating in the Promotion, Challenge or Prize (where applicable). The prize winner and their companions must declare to the Promoter and/or any Prize supplier any health-related issues that may affect their safe participation in any part of the Promotion, Challenge or Prize (where applicable) and obtain a written clearance from their doctor in this respect.

(b) The winner and their companion may be required to attend, undergo and pass any appropriate training, briefings, safety demonstrations, requisite medical tests and other requirements of the Promoter and any partnering clients as determined by them in their absolute discretion.

(c) Entrants acknowledge that there may be inherent risks in some aspects of the Promotion, including without limitation any Challenge involved in this Promotion or the Prize, and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.

(d) In order to participate in this Promotion, any Challenge and/or the activities which may be awarded as part of the Prize, the winner (and their companion/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity.

(e) It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion, any Challenge and/or undertake the activities awarded as part of the Prize.

(f) The Promoter (upon consultation with any relevant qualified person) reserves the right to deem that an entrant/winner (or their companion/s, as applicable) is not sufficiently healthy or fit for the purposes of the Promotion, Challenge or Prize (where applicable). The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.

(g) The prize winner and a companion consent to the Promoter conducting a criminal record check prior to their participation in the Prize. The Promoter may, in its sole and absolute discretion, refuse the prize winner and/or their companion's participation in the Prize, if the prize winner and/or their companion have a criminal record or any criminal charges pending. In these circumstances, the prize winner and/or their companions will forfeit all claims in relation to the Prize.

20 Disqualification

(a) **Compliance with Terms of Entry.** If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.

(b) **Behaviour.** The Promoter reserves the right to disqualify the winner or their companions, prohibit the winner's or their companions' participation in the Prize (or part thereof), or otherwise cease to provide any prize benefit to the winner or their companions, if:

(i) the winner or their companions act in a way, or cause material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law or the rules (if any), to diminish the good name or reputation of any prize supplier and/or the Promoter, its products and/or services or any of its related bodies corporate, or is otherwise not in keeping with the spirit of the Promotion;

(ii) it reasonably believes the winner or their companions pose a safety risk or for any other reason; and (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous including for reasons of health, age, behaviour or safety reasons; or

(iii) the winner and/or its companions are under the influence of drugs or alcohol.

(c) **Tampering.** The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

(d) For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this **Clause 20**. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation will be payable if the winner or their companion are unable to use any element of the Prize for whatever reason.

21 Indemnity Form

If requested by the Promoter, any entrant and companions (where applicable) must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a Prize. Failure to do so means the Promoter may deem that entry invalid.

22 Exclusion of Liability

(a) The Promoter, its promotional partners, prize supplier and their related bodies corporate will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

(b) Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.

(c) The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

(d) The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

23 Australian Consumer Laws

The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

24 Conduct of Promotion

(a) **Unforeseen Events.** If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or

suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize, subject to the approval of the relevant authorities in each Eligible States and Territories.

(b) **Amendment of Promotion.** Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in the Eligible States and Territories, if required.

(c) **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD$ or $ is a reference to the lawful currency of Australia.

(d) **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of this Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

25 Personal Information

(a) **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at www.novaentertainment.com.au/privacy.

(b) **Collection Statements.** By entering and participating in the Promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the relevant collection statement notified to the entrant at the time of entering the Promotion.

(c) **Third Party Personal Information.** Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

Personal Information means, for the purpose of the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Last updated: 5 July 2018