

# Terms and Conditions – Floriade 2011

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.

## ELIGIBILITY

4. Entry to the competition is open to residents of ABC Riverina
5. An entrant's residential postcode will determine whether the entrant resides within the ABC Riverina broadcast area for the purpose of this competition.
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.
7. If an entrant is under 18 years of age, they must get the permission of a parent or guardian before entering this competition.

## COMPETITION PERIOD

8. The competition opens at 6am AEST Monday September 12 and closes during the Morning show on Friday September 16.
9. 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

10. To enter the competition, you must:
  - a. Collect each keyword given during Breakfast from Monday 12 September through to Friday 16 September. Compose a sentence that includes all 5 keywords.
  - b. Submit your entry by SMS on 0467 922 684 or by calling into Illawarra Mornings on 1300 22 1027 on Friday 12 September. You need to provide your name, postal address, email address and telephone number when you send or call in your entry.
11. While you may enter the competition more than once, you cannot win more than one prize. You must submit a properly completed entry form each time you wish to enter the competition.

## YOUR ENTRY

12. All entries become the property of the promoter and will not be returned to the entrants.
13. To be eligible for a prize your entry must only include material created by you or material which you have permission to use, including (where applicable) any words, art, music, photographs, sound recordings or footage which may be included in your entry.
14. By submitting your entry to the promoter, you grant the promoter and its licensees and assignees a non-exclusive licence to exercise all rights in your entry, including without limitation, the right to reproduce and communicate your entry to the public in whole or in part, in perpetuity and throughout the world in any media.
15. You understand and agree that your entry may be edited or adapted at any time by the promoter for legal, editorial or operational reasons.

## PRIZES

16. The entrant whose entry is judged by the promoter's panel of judges to be the most original and creative will win the major prize.
17. Decisions of the promoter and its panel of judges are final and will be binding on each person who enters the competition and no correspondence will be entered into.
18. The Major Prize Winner will receive:
  - a. 2 nights accommodation in Canberra for 4 people (two adults and 2 children) overnight on Saturday 1 October and Sunday 2 October 2011 (Accommodation).
  - b. Four tickets to NightFest on Sunday 2 October 2011, (Tickets)
  - c. Family pass to Questacon to be used between 1-3 October 2011 (Tickets)
  - d. A Nightfest gift bag
  - e. An invitation to join 666 ABC Canberra on Monday 3rd October between 1-3pm for a live broadcast (state-wide) from Floriade.
19. If a prize winner is under 18 years of age, they must be accompanied by an adult when participating in the prize.
20. The Major Prize Winner and any person nominated by the Major Prize Winner are only eligible if they reside in NSW. It is the responsibility of the Major Prize Winner to be available to utilise the prize on the date specified and organise travel to Canberra and Floriade.
21. Prize winners must comply with any third party terms and conditions relevant to the prize e.g. in relation to any airfares, accommodation, and/or tickets as applicable.

22. The promoter shall not be responsible for any additional costs associated with use of the prize. The prize winner is responsible for all costs associated with using the prize including (if applicable) travel and/or transfer costs, expenses with respect to food and beverages, travel and medical insurance costs and spending money.
23. If the prize is date specific e.g. a sporting event, the prize winner must be available to redeem the prize on the dates stipulated by the promoter. If the prize winner is not able to redeem the prize on that date, the promoter may determine another prize winner in its discretion.
24. No component of the prize can be transferred or redeemed for cash.
25. 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

26. Unless advertised differently, the prize winners will be notified by phone, email and/or mail at the end of the competition period and announced on ABC radio and posted on the promoter's website. Please allow at least 30 days from the date of notification for the delivery of the prize.

#### GENERAL

27. You warrant that:
  - a. all details provided with your entry are true and accurate;
  - b. you have all necessary rights to grant the promoter the rights granted under these Terms and Conditions;
  - c. your entry does not contain any commercial music;
  - d. use of your entry by the promoter, in accordance with these Terms and Conditions, will not infringe the rights of any third parties;

and you will indemnify the promoter against any loss or damage resulting from any breach of these warranties.
28. 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.
29. 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>.

30. 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.
31. 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.
32. 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.