Townsville Christian Broadcasters Association Inc.

2022 Shining Star Terms & Conditions

Townsville Christian Broadcasters Association Inc. – Townsville trading as Live FM

Information on how to enter forms part of these conditions. Entry into the promotion Constitutes acceptance of these terms and conditions.

- The promotion commences at 6:00am AEST on Monday 2 May 2022 and entries close at 8.00am AEST on Friday 27 May 2022 (the Promotion Period).
- To enter the draw, participants must register their non-profit or charity organisation at www.livefm.com.au
- Generally, a not-for-profit is an organisation that does not operate for the profit, personal gain or other benefit of particular people (for example, its members, the people who run it or their friends or relatives). https://www.acnc.gov.au
- Listeners and supporters vote for their preferred non-profit or charity organisation at www.livefm.com.au
- Choose Shining Stars finalist: 99.9 Live FM is a community radio station that programs to a Christian community of interest. Shining Stars nominees will be selected as a finalist based on their contribution to the community, the benefit their organisation will gain from the prize on offer, and their alignment to the vision and values of 99.9 Live FM.
- Voters are limited to one vote per organisation but can vote for as many organisations as they like.
- Incomplete and incomprehensible entries will be deemed invalid.

Sponsorship Prize and Draw

- The prize may not be transferred or substituted except at the Promoter's discretion. This prize is not transferable for cash. This prize cannot be exchanged, transferred or gifted to another party without permission from the promoter.
- Placement, style and content of this advertising is at the discretion of 99.9 Live FM.
- Each day the announcers will call out a number of organisations who will be given the opportunity to win a share of $20,000 in on air sponsorship. The announcer will pick and read out the name and description of the organisation and a Team Member (employee or volunteer) of that organisation will have five minutes to call 1300 1 999 11 to claim the $1000 99.9 Live FM on-air station sponsorship package. If unclaimed, the sponsorship package may jackpot by $1000 until it is claimed for the duration of the competition. There is no limit to the amount of times an organisation might be drawn throughout the duration of the competition. The call outs will take place Monday to Friday between 6am - 6pm, 16 - 27 May.
- Winners of any sponsorship amount will have until July 2023 to use their sponsorship prize, meaning that their on-air campaign ends before July 2023 or unless deemed otherwise by 99.9 Live FM.

- Every organisation registered will have the opportunity to win a 99.9 Live FM sponsorship package valued at $30,000. This is based on votes registered at www.livefm.com.au**.**
- The organisation with the most votes as of 8am 27 May 2022 will receive the $30,000 sponsorship package.
- It is not the responsibility of 99.9 Live FM to ensure that any sponsorship package is used.
- Sponsorship packages are to be used in the form of a 99.9 Live FM's on-air campaign only (except at the discretion of the Promoter).
- On-air campaigns will be on-air as Run-Of-Station (5am – 12 midnight seven days a week). Any deviation of this will involve additional costs, payable by the winner.
- Additional on-air sponsorship spots can be added at the expense of the winner.
- Sponsorship packages do not include any external production cost. Any external production costs will be the responsibility of the winning organisation.
- The winner will be announced on air by 99.9 Live FM management and the decision will be final, based on the voting information received as of 8am, 27 May 2022.
- The winner's details will be announced on Live FM and will be published on the Live FM website at www.livefm.com.au
- The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these competition conditions, they forfeit or they don't claim the prize. If the prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter may conduct a further draw or draws, as required, before the end of 27 May 2022 and will continue attempting to find a winner till one is found. The winner of the subsequent draw will be announced on Live FM and will be published on the Live FM website at www.livefm.com.au
- The main prize of $30,000 sponsorship on Live FM cannot be won by the same organisation/group for two consecutive years.

Shining Stars Voters Prize

The following stipulates Terms and Conditions of entry for Live FM's Shining Stars Voters Prize, one night stay at The Ville Resort. Additions or deletions to these rules are subject to the discretion of Townsville Christian Broadcasters Association Inc (trading as Live FM), and may be enacted at any time subject to state regulation.

By entering this competition, entrants agree to abide by these Terms and Conditions. These Terms and Conditions apply in conjunction with Live FM's General Terms and Conditions. Where there is any inconsistency, these Terms and Conditions will prevail. These Terms and Conditions are available at www.livefm.com.au or from Live FM – 215 Walker Street, Townsville QLD Australia 4810.

1. **Duration**
   The competition commences on 2 May 6AM (AEST) with the last entries closing on 27 May, 7:59 AM (AEST). The winner will be drawn by one of Live FM's Announcers on 27 May, 4:00 PM (AEST).

2. **Method of Entry**

All contestants acknowledge that Live FM can rely on this clause at any time, even if Live FM only learns of a person's ineligibility after Live FM has nominated the person as the winner or awarded the prize. Return of the prize or payment of its value to Live FM can be required by Live FM if this occurs.

1. Entry is open to permanent residents of Townsville, Queensland, Australia.
2. Entrants must be 18 years of age or older to be eligible to win Live FM's Shining Stars 2022, one night stay at The Ville Resort.
3. Only one entry per person is permitted.
4. Entrants must enter the competition by voting for one of the Shining Stars and submitting a form with their details at www.livefm.com.au. Entrants who submit their vote and go into the draw to win the prize agree to these terms and conditions. All correct details must be provided including all extra information requested.
5. Entrants are permitted to participate in other Live FM competitions during this competition.

Any entry to this competition is also deemed invalid and disqualified if:

6. A person who is an employee, officer, servant or volunteer of Live FM.
7. The spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of a person referred to in paragraph (a) above;
8. A person who has used or attempted to use any more than one name in order to qualify to win any contest run by Live FM
9. A person who refuses to comply with or breaches any terms of these General Competition Entry Rules.
10. A person that has won a Live FM prize to the value of $5,000 or more in the last 12 months.

Live FM reserves the right, in its sole discretion, to also disqualify any person/s for:

11. tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by Live FM that in any way affects the fairness of the promotion, including fraudulent information;
12. tampering with the operation of the competition or website;
13. acting in an unsportsmanlike or disruptive manner; or
14. if an entrant selected as winner is found to be in breach of any term or condition of entry.

3. **Judging**

1. The winner of the on air sponsorship will be drawn by a Live FM Announcer after 8am, 27 May 2022. The winner of the night at The Ville will be drawn at 4pm, 27 May 2022. Winners will be announced on air.
2. In the event that a winner is disqualified, General Competition Entry Rules will apply and 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 Live FM.
3. The judge's decision will be final and no correspondence will be entered into regarding the decision.

4. **The Prize**
   The winner of Live FM's Shining Stars 2022, night stay at The Ville Resort will win the following prize:
   1. One night stay for two at The Ville Resort in Townsville, in a Resort Hotel Room.
   2. All additional costs incurred will be at the expense of the winner, including comprehensive insurance where applicable, transfers, additional meals and any other expenses not outlined in the inclusions, and other related expenses – unless by exception as determined by Live FM.
   3. Additional parking, entertainment or any additional travel costs are not included in the prize. These may be purchased at an additional cost to the winner.
   4. The prize is not transferable and cannot be redeemed for cash.
   5. Maximum Prize Value is: $255
   6. Voucher for The Ville Resort and Casino collection is to be arranged by the station manager at 215 Walker Street or other agreed location.

5. **Notification**
   Live FM will notify the winner by phone or email and will publish the name of the winner of Live FM's Shining Stars 2022, one night stay at The Ville Resort and Casino on www.livefm.com.au within 72 hours of announcement. This will remain on the website for at least 14 full days.

6. **Indemnity**
   In the event a winner chooses not to accept the prize, they forfeit any and all claims to the prize which will then be transferred to Live FM. The unclaimed prize [which may be of a lesser value] will then be awarded to the next, second best entrant.
   The prize is accepted entirely at the risk of the winner and Live FM excludes all warranties in connection with the prize to the extent permitted by law. Live FM, its agencies, affiliates, sponsors or representatives absolve themselves of any liability, financial or otherwise, resultant of any 'on' or 'off' air competition staged by the station.

   Live FM shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.

   Live FM accepts no responsibility for winners to take time off work or school in order to redeem the nominated prize. This is the sole responsibility of the winner and their parent/legal guardian.

   A person who enters a competition releases from and indemnifies Live FM from and against all liability, cost, loss or expense arising out of acceptance of any prize or participation in any competition including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise, except for any liability which cannot be excluded by law.

   The winner of Live FM's Shining Stars 2022, one night stay at The Ville Resort and Casino, will be required to sign and return any liability release provided by Live FM and/or its contractors as a condition of the prize being awarded.

   Once the prize/s are in the possession of the winner, should they be lost, stolen, or misplaced, Live FM will not replace the prize and is not liable or responsible for the lost, stolen, or misplaced prize/s. The winner is solely responsible for all taxes and fees

associated with the receipt and use of the prize and any additional costs are not the responsibility of Live FM or its affiliates.

7. **Termination**
   Subject to state regulation, Live FM may terminate any contest at any time at its absolute discretion. In the event of such termination, Live FM may at its absolute discretion elect not to award any prize in respect of the terminated contest.

   Live FM assumes no responsibility for any error, defect, delay, theft or unauthorized access to or altering of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorized intervention, fraud or any other causes beyond the control of Live FM which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Live FM reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

8. **Technical Failure**
   Live FM 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. **Copyright and Ownership of Entries**
   Competition entries and material submitted in connection with any competition.

   1. Whether written, audio, electronic or visual form, or a combination of those or any photographs, video and/or film footage and/or audio recording taken of competitors are assigned to Live FM upon submission and become the property of Live FM which may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Live FM.
   2. All such entries and material remain the property of Live FM (subject to the limits contained in the Privacy Statement).
   3. All contestants acknowledge, as a condition of entry, that Live FM has the right to publicise and/or broadcast his/her name, character, likeness, voice, or all matters incidental herein.
   4. All competition entries will become the property and copyright of Live FM and may be used for promotional purposes.

10. **Privacy**
    1. A person who enters a competition may be required to submit personal or confidential information about himself or herself (including without limitation his or her name, address, telephone number, e-mail address, marital status, occupation, spending preferences or any other such information) (“Personal Information”) to Live FM. Live FM will treat any Personal Information obtained from a person who enters a competition in accordance with the Live FM Privacy Policy
    2. Live FM may record and use the Personal Information for its own marketing, planning, product development, promotional, broadcasting and research purposes, including but not limited to using the winner’s name, suburb of residence, likeness and a recording of the winner’s voice for advertising and promotional purposes.
    3. Photographic material and images of the winner will be used in a variety of promotional material for both Live FM.

11. The decision of Live FM relating to any matter is final and no correspondence will be entered into relating to a decision.

12. The promoter is Townsville Christian Broadcasters Association Inc trading as 99.9Live FM of 215 Walker Street, Townsville QLD Australia 4810.

1. Prizes notwithstanding anything else in these Rules, Live FM has absolute discretion in awarding prizes in a competition. In order to claim a prize in a competition, the winner must:
    a. Be eligible to enter under these General Competition Entry Rules and any Special Competition Rules;
    b. Be announced by Live FM as the winner of that prize on air or any other means determined by Live FM;
    c. Not be prohibited by any rule of law from using or otherwise enjoying the prize for which he or she has been announced as the winner;
    d. Demonstrate to Live FM's satisfaction that he or she is the winner of the prize, and if necessary prove that he or she is not prohibited from using or otherwise enjoying the prize (for example, by producing photo-identification, such as a driver's licence or passport, or signing a declaration to that effect); and
    e. Comply with any request made by Live FM under the General Competition Entry Rules or any Special Competition Rules that apply to that competition; and
    f. Only one qualifier or winner per family per competition unless otherwise stipulated. Where the winner of a prize is below the lawful age to use or otherwise enjoy the relevant prize, Live FM may, in its absolute discretion, award the prize to the winner's lawful parent or guardian or require the parent or guardian to sign an indemnity and consent for the winner to receive or participate in the prize.
    g. Prizes will only be awarded following winner validation and verification. Should a prize winner choose not to accept the prize allocated by Live FM, the prize will not be substituted with another prize. All prize items are valued inclusive of GST and Live FM takes no responsibility for any variation in item values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable and may not be redeemed for cash. If the specified prize becomes unavailable, Live FM may substitute a prize of like or equal value.
    h. Unless otherwise specified, the class of travel for any travel prize incorporating an airfare is economy class. No prohibited prizes will be awarded. Winners will be notified on-air, by mail, telephone, email, and social media or by any other contact details provided by the winner.
    i. Prizes are to be collected from Live FM studios and offices at 215 Walker Street, Townsville QLD 4810, and proper identification must be produced. Winners under the age of 18 must be accompanied by a parent or guardian, and both must produce proper identification. If prizes are sent by post, they are generally sent via Australia Post or private courier. Any loss of prizes by a courier company or Australia Post is not the responsibility of Live FM. In that event, Live FM may or may not, in its discretion, replace the prize. Upon

request by Live FM a copy of the General Competition Entry Rules and/or a signed receipt and acknowledgment must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.

j. All unclaimed prizes after thirty days (30) days of being won will be forfeited, and a redraw may take place, all at Live FM's discretion.
k. In the event a winner chooses not to accept a prize, they forfeit any and all claims to the prize which can then be awarded to a competition runner up at the time at the discretion of Live FM. Live FM will publish the names of the winners of any prize with a retail value in excess of $1,000 on www.livefm.com.au within 48 hours of the winner being selected. This will remain on the website for at least 7 full days. The judges' decision is final and no correspondence will be entered into.

2. Exclusion of Liability
    a. Live FM takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. Live FM makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. Live FM shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.
    b. A person who enters a competition releases from and indemnifies Live FM from and against all liability, cost, loss or expense arising out of acceptance of any prize or participation in any competition including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
    c. A winner (or his or her parent or guardian as appropriate) may be required to sign and return any liability release provided by Live FM 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 a selection of another winner.

3. Disqualification
    a. Live FM 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.
    b. Live FM assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of Live FM which corrupts or affects the administration, security,

fairness, or proper conduct of the competition, then Live FM reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

c. Live FM reserves the right, in its sole discretion, to disqualify any individual for:
    i. tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by Live FM that in any way affects the fairness of the promotion;
    ii. tampering with the operation of the competition or website;
    iii. acting in an unsportsmanlike or disruptive manner; or
    iv. if an entrant selected as winner is found to be in breach of any term of these General Competition Entry Rules, 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 Live FM .

4. Participation
    a. Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules and any Special Competition Rules in relation to a particular competition. These Rules may change from time to time including by extending the time for, varying or terminating any competition.
    b. The Entrant is responsible for ensuring his or her familiarity with the General Competition Entry Rules and any Special Competition Rules at the time of participation. Live FM's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the General Competition Entry Rules or Special Competition Rules. Live FM may enforce these Rules in its absolute discretion.
    c. Where Live FM has Special Competition Rules in relation to a particular contest, then they will prevail to the extent of any inconsistency with these General Competition Entry Rules or Special Competition Rules. Live FM may enforce these Rules in its absolute discretion.
    d. The General Competition Entry Rules and any Special Competition Rules are to be construed in accordance with the laws of the State of Queensland. Live FM may terminate any contest at any time at its absolute discretion. In the event of such termination, Live FM may at its absolute discretion elect not to award any prize in respect of the terminated contest.

5. Ownership of Entries
    a. Competition entries and material submitted in connection with any competition (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors are assigned to Live FM upon submission and become the property of Live FM which may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Live FM.

b. All contestants acknowledge, as a condition of entry, that Live FM has the right to publicise and/or broadcast his/her name, character, likeness, voice, or all matters incidental herein.

6. Privacy and Publicity
    a. A person who enters a competition may be required to submit personal or confidential information about himself or herself (including without limitation his or her name, address, telephone number, e-mail address, marital status, occupation, spending preferences or any other such information) ("Personal Information") to Live FM. Live FM will treat any Personal Information obtained from a person who enters a competition in accordance with the Live FM Privacy Policy.

Live FM may:

Refuse to accept an entry which does not contain all or any other of the Personal Information requested by Live FM; or record and use the Personal Information for its own marketing, planning, product development, promotional, broadcasting and research purposes, including but not limited to using the winner's name, suburb of residence, likeness and a recording of the winner's voice for advertising and promotional purposes.