

Townsville Christian Broadcasters Association Inc Competition Terms & Conditions

Townsville Christian Broadcasters Association Inc – Townsville trading as LiveFM General Competition Terms and Conditions and Entry Rules

These General Competition Entry Rules apply to all of LiveFm's competitions. They may be amended or varied from time to time by LiveFM. Special Competition Rules may apply to particular competitions, in which case an addendum to these rules will be made for that competition. Please inquire at the station for any Special Competition Rules for competitions you wish to enter.

1. Who May Enter

The competition is not open to:

(a) a person who is an employee, officer, servant, volunteer or contractor of LiveFM or its related bodies corporate or associates or any of its agencies involved with this competition;

(b) 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;

(c) a person who has used or attempted to use any more than one name in order to qualify to win any contest run by LiveFM;

(d) at LiveFM's discretion, a person who has won a prize/prizes from LiveFM in any competition(s) run by LiveFM in the prior 60 days from the date of determining the winner(s) of the competition(s);

(e) a person who refuses to comply with or breaches any terms of these General Competition Entry Rules. All contestants acknowledge that LiveFM can rely on this clause at any time, even if LiveFM only learns of a person's ineligibility after LiveFM has nominated the person as the winner or awarded the prize. Return of the prize or payment of its value to LiveFM can be required by LiveFM if this occurs.

2. Prizes

Notwithstanding anything else in these Rules, LiveFM 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 LiveFM as the winner of that prize on air or any other means determined by LiveFM;

(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 LiveFM'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 LiveFM under the General Competition Entry Rules or any Special Competition Rules that apply to that competition; and

(f) only one (1) 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, LiveFM 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.

Prizes will only be awarded following winner validation and verification.

Should a prize winner choose not to accept the prize allocated by LiveFM, the prize will not be substituted with another prize.

All prize items are valued inclusive of GST and LiveFM 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, LiveFM may substitute a prize of like or equal value.

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, social media or by any other contact details provided by the winner.

Prizes are to be collected from LiveFM 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 LiveFM. In that event, LiveFM may or may not, in its discretion, replace the prize.

Upon request by LiveFM 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. All unclaimed prizes after thirty days (30) days of being won will be forfeited, and a redraw may take place, all at LiveFm's discretion.

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 LiveFM.

LiveFM 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.

3. Exclusion of Liability

LiveFM takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. LiveFM makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes.

LiveFM 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.

A person who enters a competition releases from and indemnifies LiveFM 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.

A winner (or his or her parent or guardian as appropriate) may be required to sign and return any **liability release** and provided by LiveFM 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.

4. Disqualification

LiveFM 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.

LiveFM assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation 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 LiveFM which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then LiveFM reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

LiveFM reserves the right, in its sole discretion, to disqualify any individual for:

(a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by LiveFM that in any way affects the fairness of the promotion;

(b) tampering with the operation of the competition or web site;

(c) acting in an unsportsmanlike or disruptive manner; or

(d) 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 LiveFM.

5. Participation

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.

The Entrant is responsible for insuring his or her familiarity with the General Competition Entry Rules and any Special Competition Rules at the time of participation. LiveFM'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. LiveFM may enforce these Rules in its absolute discretion.

Where LiveFM 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. LiveFM may enforce these Rules in its absolute discretion.

The General Competition Entry Rules and any Special Competition Rules are to be construed in accordance with the laws of the State of Queensland. LiveFM may terminate any contest at any time at its absolute discretion. In the event of such termination, LiveFM may at its absolute discretion elect not to award any prize in respect of the terminated contest.

6. Ownership of Entries

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 LiveFM upon submission and become the property of LiveFM 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 LiveFM.

All such entries and material remain the property of LiveFM (subject to the limits contained in the Privacy Statement). Each entrant warrants that he or she owns the copyright and any other intellectual property rights in any such material submitted in connection with any competition and has full power and authority to agree to and grant the above assignment, consents and other rights to LiveFM.

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

7. Privacy and Publicity

A who person 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 LiveFM. LiveFM will treat any Personal Information obtained from a person who enters a competition in accordance with the LiveFM Privacy Policy.

LiveFM may:

(a) refuse to accept an entry which does not contain all or any other of the Personal Information requested by LiveFM; or

(b) 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.