

Stick'n'Win! - Terms and Conditions

Terms and Conditions October 2016

The following stipulates Terms and Conditions of entry for LiveFM's Stick'n'Win featured on 99.9 LiveFM. Additions or deletions to these rules are subject to the discretion of Townsville Christian Broadcasters Association Inc (trading as LiveFM), 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 LiveFM'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 LiveFM – 215 Walker Street, Townsville QLD Australia 4810.

1. Duration

The competition commences on October 1, 2021 at 6AM (AEST) with the last entries closing on October 22, 2021 at 7AM (AEST). The winner will be drawn by one of LiveFM's Announcers on 1: October 8, 2021 at 7:30AM 2: October 15, 2021 at 4:00PM 3: October 22, 2021 at 7:30AM (AEST).

2. Method of Entry

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.

1. Entry is open to permanent residents of Townsville, Queensland, Australia.
2. Entrants must be 18 years old or over to enter the competition.
3. Only one entry per person is permitted.
4. Entrants must enter the competition online at www.livefm.com.au/win and complete the various web forms. All correct details must be provided including all extra information requested.
5. Entrants must submit their entry via the web form.
6. Entrants are permitted to participate in other LiveFM competitions during this competition.

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

7. 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;
8. 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;
9. 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;
10. A person who refuses to comply with or breaches any terms of these General Competition Entry Rules.

11. A person that has won a LiveFM prize to the value of \$5,000 or more in the last 12 months.

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

12. 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, including fraudulent information;

13. tampering with the operation of the competition or web site;

14. acting in an unsportsmanlike or disruptive manner; or

15. if an entrant selected as winner is found to be in breach of any term or condition of entry.

3. Judging

1. The winner will be drawn by a LiveFM Announcer at LiveFM 215 Walker Street, Townsville Australia 4810, the chosen winner's name will be announced on air and they need to call 1300199911 immediately to claim the \$1,000. If the announced winner fails to call in it will be at the discretion of Live FM to either jackpot the prize for the following draw or deem the \$1,000 as not claimed.
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 LiveFM.
3. The winners will be drawn on October 8, 2021 at 7:30AM, October 15, 2021 at 4:00PM, October 22, 2021 at 7:30AM (AEST).
4. The judge's decision will be final and no correspondence will be entered into regarding the decision.
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4. The Prize

The winner of the Stick'n'Win Competition will win the following prize:

1. \$1000 Cash or Live FM has the right to jackpot the winnings to a max total of \$3,000.
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 LiveFM.
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: \$3000
6. The Stick'n'Win Prize will be collected from the Live FM premises 215 Walker St, Townsville City. Photo ID and proof of age will be required upon pick up.

5. Notification

LiveFM will notify the winner by phone or email and will publish the name of the winner of LiveFM Stick'n'Win on www.livefm.com.au within 48 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 LiveFM. 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 LiveFM excludes all warranties in connection with the prize to the extent permitted by law. LiveFM, 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.

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.

LiveFM 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 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, except for any liability which cannot be excluded by law.

The winner of LiveFM Stick'n'Win will be required to sign and return any liability release 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 the prize will be returned back to LiveFM to then be given away as they see fit.

Once the prize/s are in the possession of the winner, should they be lost, stolen, or misplaced, LiveFM 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 LiveFM or its affiliates.

7. **Termination**

Subject to state regulation, 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. In the event that COVID restrictions are seen to hinder the entrant engagement of the competition, Live FM has the right to pause/postpone or cancel the competition and not be obligated to draw a winner.

LiveFM assumes no responsibility for any error, defect, delay, theft or unauthorised 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, 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.

8. Technical Failure

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.

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 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.
2. All such entries and material remain the property of LiveFM (subject to the limits contained in the Privacy Statement).
3. 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.
4. All competition entries will become the property and copyright of LiveFM and may be used for promotional purposes.

10. Privacy

1. 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
 2. LiveFM 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 LiveFM.
11. The decision of LiveFM 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 99.9LiveFM of 215 Walker Street, Townsville QLD Australia 4810.