

# YWAM CAFE VOUCHER - Terms and Conditions

The following stipulates the Terms and Conditions of entry for Live FM's YWAM CAFE VOUCHER featured on 99.9 Live FM. 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](http://www.livefm.com.au) or from Live FM – 215 Walker Street, Townsville QLD Australia 4810.

## 1. Duration

The competition commences on 13/04/24 at 6 am (AEST) with the last entries closing on 13/04/24 at 2 pm (AEST). The winner will be drawn by one of Live FM's Announcers before 19/04/24.

## 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 of any age may enter the competition.
3. Only one entry per person is permitted.
4. Entrants must enter the competition by scanning the QR code and filling out the form that is on online at [www.livefm.com.au/win](http://www.livefm.com.au/win). 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, volunteer or contractor of Live FM or its related bodies corporate or associates or any of its agencies involved with this competition;
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 who 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 number 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 a winner is found to be in breach of any term or condition of entry.

### **3. Judging**

1. The winner will be drawn by a Live FM Announcer at Live FM 215 Walker Street, Townsville, Australia 4810, before 19/04/24.
2. If a winner is disqualified, General Competition Entry Rules will apply and a new winner may be selected, if 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 winner will be contacted about the winning before 19/04/24.
4. The judge's decision will be final and no correspondence will be entered into regarding the decision.

### **4. The Prize**

The winner of the YWAM CAFE VOUCHER will win the following prize:

1. The YWAM Voucher is worth \$100.
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 \$100.
6. The YWAM Cafe Voucher can be collected at Live FM, 215 Walker St Townsville after the winner is contacted (after 19/4/24)

### **5. Notification**

Live FM will notify the winner by phone, email, or through social media and will publish the name of the winner of the Live FM YWAM Voucher on [www.livefm.com.au](http://www.livefm.com.au) within 48 hours of the 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 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 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 YWAM Cafe Voucher 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. If the winner is under 18 years of age, their parent/legal guardian will be required to sign, complete 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 the prize will be returned back to Live FM 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, 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 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 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 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 per the Live FM Privacy Policy
2. Live FM may record and use the Personal Information for its 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 materials for LiveFM.

**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 99.9 Live FM of 215 Walker Street, Townsville QLD Australia 4810.