Canon Giveaway Terms and Conditions

By entering into the Promotion to win the Prize, you (Entrant) acknowledge and accept the following terms and conditions, as well as the radio station's general conditions of entry, as amended from time to time.

1. Promotion	<u>Canon Giveaway</u>			
2. Promoter	Macquarie Media Operations			
	Radio 2UE Sydney Pty Ltd (Talking Lifestyle), Building C, 33-35 Saunders Street, Pyrmont, NSW 2009			
3. Promotional Period	Open Date: 00:01 (AEDT) Wednesday 18 th October 2017			
	Close Date: 08:00 (AEDT) Wednesday 13 th December 2017			
4. Prize	There are 8 Prizes to be won.			
	Each week for the duration of the Promotional Period, one Canon camera will be awarded.			
	Weekly Prize:			
	Canon PowerShot SX730HS			
	Prize value- \$579 each			
5. Entry Restrictions	Entrants must be:			
	 at least 18 years of age; and resident of New South Wales, Queensland or Victoria. 			
	Entrants must not be employees, or their immediate family members, of:			
	 Macquarie Media Limited and its related bodies corporate; or Canon 			
6. Entry Procedure	To be entered into the Promotion, Entrants must, during the Promotional Period:			
	• Visit Talking Lifestyle's at <u>www.talkinglifestyle.com.au</u> ; or 2GB at <u>www.2gb.com</u> ;			
	 Register for the Promotion; Submit a travel photo taken by the Entrant; and 			
	Confirm that the photo is owned by and belongs to the Entrant.			
	Winners will be selected according the Selection Process in Item 7.			
7. Selection Process	The Promoter will determine a winner each week by applying the following selection process:			
	• Photo entries received in a given week between the 'Entries Open' and 'Entries Close' period (in accordance with the Prize Table below) will be assessed according to the Judging Criteria; and			
	• The Entrant whose photo is judged by the Promoter as best meeting the Judging Criteria will win the Prize for that week and will be announced on the Prize Notification Date.			
	 Judging Criteria: Entries will be evaluated based on being: Aesthetically pleasing; Creative; and 			

Aptly capturing the topic.

PRIZE TABLE

Week #	Entries Open	Entries close	Prize Notification Date
Week 1	Wednesday 18 th	Wednesday 25 th October	Wednesday 25 th October
Week 2	Wednesday 25 th October	Wednesday 1 st November	Wednesday 1 st November
Week 3	Wednesday 1 st November	Wednesday 8 th November	Wednesday 8 th November
Week 4	Wednesday 8 th November	Wednesday 15 th November	Wednesday 15 th November
Week 5	Wednesday 15 th November	Wednesday 22 nd November	Wednesday 22 nd November
Week 6	Wednesday 22 nd	Wednesday 29 th November	Wednesday 29 th November

	November		
Week 7	Wednesday 29 th November	Wednesday 6 th December	Wednesday 6 th December
Week 8	Wednesday 6 th December	Wednesday 13 th December	Wednesday 13 th December

8. Maximum Entries Maximum of one entry, per Entrant, per week. per person

Canon

9. Prize Provider

Winners

10. Prize Restrictions The Promoter will provide the details of each winner to the Prize Provider for the purpose of prize fulfilment.

The Prize will be delivered to the winner at no cost to the winner.

The Prize cannot be exchanged for cash.

The Prize is subject to any terms and conditions imposed by the Prize Provider. Standard Canon manufacturer's warranty apply.

11. Notification of The winner of the Prize may also be announced live on air each week between 9am and 1pm on Home & Holiday.

The winner will also be notified by phone and/or email. The winners names and suburbs may also be published on https://www.talkinglifestyle.com.au/competitions/

12. Additional Terms By entering the Promotion:

sy entering the Promotion:

- a. The Entrant acknowledges that the Entrant's photo(s) may be featured in an online gallery on the Promoter's website and in other forms of media.
- b. The Entrant grants the Promoter a non-exclusive right (including a right to sub-licence) to reproduce, communicate and publish the Entrant's photograph, on a royalty-free basis, in any medium and in any territory, with or without modification, in perpetuity.
- c. The Entrant acknowledges that he or she does not require any attribution for the entry and will not make any claim that any action by the Promoter, Prize Proivder or sub-licensees is an infringement of any moral rights or similar rights that the Entrant might otherwise have.
- d. The Entrant accepts these terms and conditions and agrees to the Promoter's Privacy Policy as amended from time to time and available on the Promoter's website.
- e. Participants consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the <u>Privacy Policy</u>.
- f. Throughout the Promotional Period the Promoter may contact Entrants to interact with the station on air, online and via social media in relation to the Promotion.
- g. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- h. It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants, and their entries, for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to their Entry broadcast on air and to their telephone and other conversations with the Promoter and Prize Provider being broadcast on air and communicated to the public on via any medium. Entrants will not be compensated for this use.
- i. Promoter representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
- j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- k. The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.
- I. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- m. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- n. Prize(s) will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these terms and conditions.
- All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated by the Prize Provider and are not redeemable for cash unless cash is specified.
- p. If the Prize must be used on a specific date (**Expiry**), and the Winner is unable to use it on that date, the Winner will forfeit the Prize and the Promoter may draw a new winner in its absolute discretion on or before Expiry.
- q. If a Winner fails to collect their Prize within 3 months (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
- r. The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for

any compensation in relation to those Prizes.

- s. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- t. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- u. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility. If Entry or a Prize involves travel, stunts or challenges the Promoter may, at its discretion, require the participants to:
 - Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem a Prize; and
 - Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem a Prize.
- v. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the Prize value.
- w. If a prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the winner.