

## Ark Corp's Touring Photo Competition Promotion Terms and Conditions

This is a game of skill. By entering into the draw 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.

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| <b>1. Promotion</b>                  | <b><u>Ark Corp's Touring Photo Competition</u></b>   |
| <b>2. Promoter</b>                   | Harbour Radio Pty Ltd (ACN 010 853 317) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009   |
| <b>3. Promotional Period</b>         | Open Date: 11/12/18 at 5:00pm Sydney time<br>Close Date: 17/01/19 at 11:59pm Sydney time   |
| <b>4. Entry Restrictions</b>         | Entrants must be: <ul style="list-style-type: none"><li>at least 18 years of age;</li></ul> Entrants must not be the employees (or their immediate family members) of: <ul style="list-style-type: none"><li>The Promoter and its related bodies corporate; or</li><li>The Prize Provider and its related bodies corporate</li></ul>   |
| <b>5. Entry Procedure</b>            | To be entered into Promotion, Entrants must, during the Promotional Period: <ul style="list-style-type: none"><li>visit the 2GB website <a href="https://www.2gb.com/competitions/">https://www.2gb.com/competitions/</a>;</li><li>follow the prompts to the online entry form;</li><li>complete and submit the online entry form with the Entrant's correct personal details as requested by the Promoter, including first name, email address, mobile number, postal address and any other details required by the Promoter; and</li><li>Upload up to three (3) different photos taken by the Entrant on Australian road trips and touring adventures (<b>competition theme</b>). Entrants can submit up to three (3) different photos as part of their one (1) Entry.</li></ul>   |
| <b>6. Judging process</b>            | The winners of the Prize ( <b>Winners</b> ) will be determined by the following process: <ul style="list-style-type: none"><li>Robert Smith (aka <i>The Duck</i>) and other representatives of the Promoter (<b>Judging Panel</b>) will, in their absolute discretion, select the two Entries that they believe best represent the competition theme (<b>Judging Criteria</b>);</li><li>The Entrants who submitted the two (2) selected Entries will be declared the Winners.</li></ul>  |
| <b>7. Maximum Entries per person</b> | Maximum of one (1) Entry per Entrant. Each Entrant can submit up to three (3) different photos as part of their Entry.   |
| <b>8. Judging Time and Location</b>  | Date: 22 January 2019<br>Time: (approx.) 9:00am Sydney time<br>Location: Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009   |
| <b>9. Prize Provider</b>             | Ark Corporation Pty Limited (ABN: 75 110 589 823) of 8 Smoothy Place, Arndell Park NSW 2148  |
| <b>10. Prize(s)</b>                  | <b><u>Prize:</u></b><br>Number of Prizes: 2<br>Prize value: \$2,718.95<br><b><u>Prize Description:</u></b><br>Ark Corp's 'Get Off The Grid' Ultimate Accessories Package, comprising: <ul style="list-style-type: none"><li>1 x Arkpak with Pure Sine wave inverter - \$699.95 RRP</li><li>1 x XO750 Xtreme Off-Road Jockey Wheel - \$349 RRP</li><li>1 x XO 9000lb electric recovery winch - \$795 RRP</li><li>1 x Xtreme Off-Road Coupling - \$299.95 RRP</li><li>1 x XO Dual Trailer Socket, 7 pin with Anderson - \$54.95 RRP</li><li>1 x Wheel Lock - \$99.95 RRP</li><li>1 x Ark Snatch Block - \$64.95 RRP</li><li>1 x Ark Hitch Receiver - \$69.95 RRP</li><li>1 x Ark Jerry Can Holder, Top Loading - \$74.95 RRP</li><li>1 x Ark coupling and hitch pin lock - \$114.95 RRP</li><li>1 x Ark portable power bank 11200mAh - \$94.95 RRP</li></ul> <i>Total Prize Pool: \$5,437.10</i> |
| <b>11. Prize Restrictions</b>        | <ul style="list-style-type: none"><li>The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.</li><li>The Prize is subject to any terms and conditions imposed by the Prize Provider.</li><li>The Prize cannot be transferred or exchanged for cash.</li><li>The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment.</li></ul>   |
| <b>12. Notification of Winners</b>   | The Winners will receive notification by email to the email address provided at the time of entry.<br>The names and suburbs of the Winners will be published online on <a href="https://www.2gb.com/competition/competition-winners/">https://www.2gb.com/competition/competition-winners/</a><br>The Winners' names may also be announced on air. .   |

### 13. Additional Terms

- a) By entering the Promotion, the Entrant accepts and agrees:
  - i. to these terms and conditions; and
  - ii. to the Promoter's [Privacy Policy](#), available on the Promoter's website, and each of which may be amended from time to time by the Promoter (subject to the conditions of any permit).
- b) 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 Privacy Policy.
- c) 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.
- d) 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.
- e) 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 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.
- f) Upon Entry, Entrants acknowledge that they hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment.
- g) Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the Promotion.
- h) The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
- i) If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- j) 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.
- k) All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- l) 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.
- m) 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.
- n) 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.
- o) Unless otherwise stipulated in this agreement, 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.
- p) 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.
- q) 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.
- r) 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.
- s) 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).
- t) 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:
  - i. 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
  - ii. 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.
- u) 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.
- v) If in the course of a telephone call related to participation or entry in the competition, the telephone line drops out or breaks up, the Station may proceed to another caller. In such event, the Station will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.
- 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.
- x) You must not, in connection with this Promotion:

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|  | <ul style="list-style-type: none"><li>i. tamper with the entry process;</li><li>ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition;</li><li>iii. act in a disruptive, annoying, threatening, abusive or harassing manner;</li><li>iv. do anything that may diminish the good name or reputation of the Station or any of its related entities or of the agencies or companies associated with a competition;</li><li>v. breach any law; or</li><li>vi. behave in a way that is otherwise inappropriate.</li></ul> <p>y) If You or your entry are deemed by the Station to breach these Terms, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Station and its representatives may conduct security and ID verification checks in their absolute discretion to determine an Entrant's eligibility to enter a competition and/or win a Prize. The Station may, at any time, require You to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.</p> |
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