

## **Southern Cross Media**

### Terms and Conditions of Entry **"Gold FM's Toy Story 3 Preview"**

The following terms and conditions apply for the promotion 'Gold FM's How Toy Story 3 preview', which will be played on Southern Cross Media.

These terms and conditions apply in conjunction with Southern Cross Media General Contest Rules.

Where there is any inconsistency, these terms and conditions will prevail.

#### **1. CONTEST NAME:**

**"Gold FM's Toy Story 3 Preview"**

#### **2. BRIEF DESCRIPTION:**

GOLD FM will conduct contesting by giving away family passes to the movie preview of "Toy Story 3" in Event Cinemas Robina. Listeners need to listen out for the cue to call, then be the correct caller through and win a double pass.

#### **3. METHOD OF ENTRY:**

Listeners enter by telephone 13 27 10 when they hear the cue to call on 92.5 GOLD FM during the contest period.

#### **4. DURATION**

##### **Active Promotion:**

**Workday: Tuesday 1<sup>st</sup> June 2010 –Friday 4<sup>th</sup> June 2010**

#### **5. NOTIFICATION**

Winners will be announced on-air at the time the competition is conducted.

Winners will be required to provide suitable identification and collect their prize letter in person from **92.5Gold FM** reception at Level 2 Seabank Building, 12-14 Marine Parade, Southport, QLD, 4215. Major prize winners will have their identity and over 18 status, verified by an authorised **92.5 Gold FM** representative.

#### **6. DETAILS OF PRIZES**

A family pass (4 people) to the preview of 'Toy Story 3' in 3D at Event Cinemas Robina Sunday June 20<sup>th</sup> at 11:00am.

- Tickets are not transferable to cash or to any other movie
- Valid only at the preview and expires after June 20<sup>th</sup>
- Valid only at Event Cinemas Robina

#### **7. TRADERS NAME AND ADDRESS:**

The trader is Southern Cross Media Level 2, 12 – 14 Marine Parade, Southport, 4215, QLD, Australia.

If an unclaimed prize draw is to be conducted, date of draw must be 3½ months after final draw date and Regulation 37 of the Lottery and Gaming Regulations must be quoted.

Southern Cross Media encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines. A full version of the guidelines is available at [www.health.gov.au/nhmrc/publications/pdf/ds9.pdf](http://www.health.gov.au/nhmrc/publications/pdf/ds9.pdf).

### **Miscellaneous Terms and Conditions**

**Southern Cross Media** relies on your continued observance of these Terms of Use. If **Southern Cross Media** suffers any loss or damage or incurs any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify **Southern Cross Media** for those losses, damages and costs.

The terms of this agreement apply to the full extent possible in relation to the supply by **Southern Cross Media** of any content or services.

This agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

All rights not expressly granted herein are reserved.

#### **Southern Cross Media**

General Competition Rules

As at 23 January 2008

### **1 General Competition Rules**

1.1 **Southern Cross Media** Proprietary Limited **Southern Cross Media** operates radio stations ("Stations") which may collectively or individually conduct competitions from time to time pursuant to which prizes of money, property or services are made available to eligible Participants ("Competition(s)").

1.2 These Rules govern all Competitions, the participation, conduct, eligibility rights and obligations of Participants and prize winners ("General Competition Rules").

1.3 In addition to the General Competition Rules, each Competition will be subject to other specific terms and conditions ("Specific Competition Rules") and will be published by **Southern Cross Media** with reference to the specific Competition name or description.

1.4 The General Competition Rules shall apply to all Competitions except and to the limited extent they are inconsistent with the Specific Competition Rules for any particular Competition, in which case and to extent only of the inconsistency, the Specific Competition Rules for that Competition will prevail. Any Specific Competition Rules applicable to any particular Competition will be posted on the **Southern Cross Media** Web site [www.theradio.com.au](http://www.theradio.com.au) ("Web-Site") or otherwise published or made available to all Participants.

1.5 All Participants agree to be bound by:

(a) the General Competition Rules; and

(b) the Specific Competition Rules.

as from the time and date they submit an eligible entry for a Competition and to accept such as a condition precedent to being a Participant in the Competition

### **2 Conduct of Competitions**

All Competitions will be conducted by **Southern Cross Media** and the Stations as they see fit and in their absolute discretion including, without limitation, decisions in relation to participant

eligibility, conduct of the Competition and determination of prize winners. Participants agree to be bound by all decisions made by Macquarie Regional Radioworks and the Stations in relation to the Competitions and to waive and surrender all rights of claim, challenge or dispute based on any grounds other than the abject failure on the part of **Southern Cross Media** to meet its express obligations contained in the Rules governing the Competition no matter whether any decision or determination by **Southern Cross Media** and the Stations is based on a factual error, an irrelevant or irrational consideration. **Southern Cross Media** will not enter into negotiations with any person who seeks to challenge any decision it makes in relation to any Competition.

### 3 Eligibility

3.1 Any natural person may enter a Competition, except for the following who shall be considered ineligible ("Ineligible Person"):

- (a) a person who has previously submitted an entry in that particular Competition or as otherwise prescribed in the specific competition rules.
- (b) an employee, officer, servant, agent or associate of **Southern Cross Media** or a Competitor of **Southern Cross Media** as defined in section 9 of the Corporations Act ("Interested Person");
- (c) a Family Member of an Interested Person;
- (d) a person who is not a citizen or permanent resident of Australia;
- (e) a person who in the determination of **Southern Cross Media** has failed or refused to provide all or any of the Personal Information requested by **Southern Cross Media** or to meet any qualifying or conditions for entry into the particular Competition in which they seek to participate;
- (f) a Competitor of **Southern Cross Media**; and,
- (g) any other person or class or persons prescribed by **Southern Cross Media** as ineligible in any Specific Competition Rules or who is determined by **Southern Cross Media** in its absolute discretion as being ineligible to participate in the Competition.

3.2 For the avoidance of doubt, an Ineligible Person shall have no entitlement, right or interest in:

- (a) any Competition for which he or she is ineligible, even if by the oversight of **Southern Cross Media** or for any other reason an entry submitted by that person is admitted, acknowledged, accepted or received by **Southern Cross Media**, such entry being considered void ab initio; or
- (b) any prize awarded in relation to a Competition for which he or she is ineligible, even if that person is announced as the winner of the prize; in which event that person will be required at the direction of **Southern Cross Media** to return, refund or otherwise make restitution of any prize awarded to that person by **Southern Cross Media** in relation to a Competition for which he or she is ineligible.

3.3 **Southern Cross Media** reserves the right at all times and in its absolute discretion to withdraw an announcement that an Ineligible Person has won a prize in any Competition.

### 4 Competition Entries

4.1 **Southern Cross Media** may in its absolute discretion accept entries in a Competition by any of the following means:

- (a) telephone;
- (b) facsimile;
- (c) e-mail;
- (d) Short-Message-Service ("SMS") message;
- (e) through the Web-Site; and

(f) by any other means, and using any technology, that **Southern Cross Media** (in its absolute discretion) thinks fit, and a person shall be considered as having entered a Competition when he or she succeeds in using any such means to effectively communicate to **Southern Cross Media** their eligible entry to the Competition

4.2 **Southern Cross Media** may prescribe the means by which it will accept entries in a particular Competition in any Specific Competition Rules applicable to that Competition and **Southern Cross Media** is not obliged to accept entries by any other means including those prescribed in clause 4.1.

4.3 It is condition of entry into a Competition that all Participants:

(a) may be required by **Southern Cross Media** in its absolute discretion to participate in any promotional, advertising or marketing activities selected by **Southern Cross Media** including, without limitation, participating in sound recordings, photographs, videos or film sessions as required; and

(b) must not participate in any media activities including, without limitation, any activity involving radio, print, television or the internet by way of discussing, commenting on, expressing a view or giving an account of **Southern Cross Media**, its personnel, operations, policies or Competitions without the prior written consent of **Southern Cross Media** and Participants shall where the opportunity arises at all times and in all cases express a positive view and refrain from expressing a negative or disparaging view of **Southern Cross Media**, its operations, policies, personnel and Competitions.

4.4 Participants acknowledge and agree that **Southern Cross Media** has and shall retain the absolute property to, interest in and copyright in all materials of any description arising from the activities referred to in clause 4.3 or which otherwise arises in the course of a Competition, and to freely use the same in any medium or publication and in any manner it sees fit.

4.5 Without limitation on the foregoing, **Southern Cross Media** may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of any Participant in advertising or promotional activities concerning a Competition, or for any other purpose and **Southern Cross Media** may promote or advertise that a winner has won a prize in a Competition in any form and in any medium it thinks fit.

4.6 If in the course of a Competition:

(a) a telephone line or internet connection breaks up, drops out, ceases, becomes intermittent or otherwise fails; or

(b) a dispute or third party intervention interferes with the use of a telephone line or internet connection; or

(c) telephone lines cross during a Competition

**Southern Cross Media** may, in its absolute discretion disqualify any affected Participant from the Competition and / or award the prize to another person.

4.7 If an event described in clause 4.6 arises whereby a Participant is disqualified from a Competition, the Participant acknowledges and agrees that:

(a) **Southern Cross Media** will not be responsible or liable to the disqualified Participant in any manner for awarding a prize to another person; and

(b) the decision of **Southern Cross Media** will be final and binding on the disqualified Participant and no discussion or correspondence will be entered into.

4.8 A Participant may be required to submit Personal Information to **Southern Cross Media**, the treatment of which shall be governed by the **Southern Cross Media** Privacy Policy as published from time to time, and **Southern Cross Media** may:

(a) record and use the Personal Information for its own marketing, planning, product

development, advertising data support, promotional and research purposes; and  
(b) refuse to accept an entry which does not contain all or any of the Personal Information requested by **Southern Cross Media**.

4.9 All Participants agree to release and fully indemnify **Southern Cross Media** 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 claims for personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

## 5 Prizes

5.1 Prizes in a Competition will be awarded in the absolute discretion of **Southern Cross Media** and pursuant to its rights contained in Clause 2.

5.2 It is a condition to claiming a prize in a Competition that the person claiming the prize:

(a) is a Participant in the Competition to which the prize relates

(b) is formally announced by **Southern Cross Media** as the winner of that prize be it through a participating Station, the Web Site or by any other means;

(c) demonstrates to the entire satisfaction of **Southern Cross Media** that he or she is the winner of the prize by means of the production of authentic photo identification of such other or additional means as determined by **Southern Cross Media** in its absolute discretion;

(d) is not prohibited by any rule of law from using or otherwise enjoying the prize for which he or she has been announced as the winner; and

(e) has met with any conditions and has complied with any request made by **Southern Cross Media** under the General Competition or any Specific Competition Rules which apply to that Competition.

5.3 For the purpose of clause 5.2(d) if it is a requirement of law that a person be of a minimum age to be able to lawfully use or otherwise enjoy a Competition prize, the person claiming the prize must demonstrate to the satisfaction of **Southern Cross Media** and in any manner it sees fit, that he or she is at least the age required by law for that purpose. Where the winner of a prize is below the lawful age to use or otherwise enjoy the relevant prize, **Southern Cross Media** may, in its absolute discretion, award the prize to the winner's lawful parent or guardian and the claimant acknowledges and agrees to the surrender and waiver of all and any claims to the prize in question.

5.4 All prizes must be collected within 3 months of the date on which the prize winner was first formally announced by Macquarie Regional Radioworks, following the expiry of which, uncollected prizes will be dealt with according to legislative requirements or at the absolute discretion of **Southern Cross Media** as the case permits. At all times, it is the sole responsibility of any prize winner to avail himself or herself of the knowledge they are a prize winner, the date of expiry for the collection of their prize and to collect his or her prize from **Southern Cross Media** in accordance with the Rules. Any person not collecting their prize within the prescribed time or who communicates to **Southern Cross Media** their desire to forego the prize, shall be considered to have relinquished and surrendered all claims, rights, title and interest in the prize

5.5 All prizes must be claimed by collection of the prize in person from **Southern Cross Media** at **Southern Cross Media's** operating headquarters or as otherwise prescribed in the Specific Competition Rules.

5.6 Subject to clause 5.7 and acceptance by **Southern Cross Media** in its absolute discretion, a winner may be permitted to nominate a designated representative to collect a prize. The representative will be required to present written authorisation from the winner and produce photo identification which demonstrates to the satisfaction of **Southern Cross Media** that he or she is the winner's lawfully appointed representative.

5.7 A winner surrenders all claims and releases **Southern Cross Media** from all liability and responsibility associated with handing the prize to a person purporting to be a lawfully appointed representative of the winner whether or not he or she has been so appointed and acceptance of the prize by such a person shall amount to a lawful receipt and acknowledgment of collection of the prize by the winner as if he or she had collected the prize in person .

5.8 If requested to do so by **Southern Cross Media**, the winner of a prize under a Competition must as a condition of claiming the prize and at or before the time of its collection :

(a) sign a copy of the General Competition Rules and any Specific Competition Rules; and

(b) sign a form declaring that he or she has received and accepted the prize; and

(c) execute a Deed of Release and Indemnity in the form prescribed by **Southern Cross Media** releasing and indemnifying **Southern Cross Media** in respect of any liability of **Southern Cross Media** in connection with the Competition under which he or she has won the prize and any liability in connection with the acceptance, use and enjoyment of the prize, its merchantability and fitness for purpose.

5.9 If the winner of a prize is a minor on the date he or she wishes to collect the prize, that person must be accompanied by his or her parent or lawful guardian, in which case, both the winner and the parent or lawful guardian will be required to prove their identity and meet all the foregoing conditions relating to the grant, claim and collection of prizes. In addition, the parent or lawful guardian will be required to give written acknowledgment and agreement as to release of any liability and the indemnity of **Southern Cross Media** in relation to the acceptance, use and enjoyment of the prize by the minor or any other person.

5.10 Any prizes won in a Competition are not transferable and cannot be redeemed for cash or other value in kind and shall be subject to any conditions or requirements set by **Southern Cross Media** as to the time, place and manner in which the prize may be used.

5.11 All prizes are accepted entirely at the risk of the winner and **Southern Cross Media** is not responsible for defective prizes or claims arising from the use or misuse of any prize and **Southern Cross Media** expressly excludes to the extent permitted by law all representations, warranties and conditions in connection with any prize including those as to its value, benefit, merchantability and fitness for purposes.

5.12 If a specified prize becomes unavailable for any reason, **Southern Cross Media** may in its absolute discretion substitute a replacement prize whether or not such is considered to be of equal, greater or lesser value to the prize it replaces.

5.13 If the prize involves the winner meeting or attending a function with a celebrity or other person, **Southern Cross Media** accepts no responsibility for and shall not be liable because of the cancellation or failure of the function to be held at all or at the time and place as published or for the failure of the winner to attend the function, be late for the function or to meet that person for whatever reason.

5.14 Unless otherwise specified :

(a) the class of travel for any travel prize incorporating an airfare is economy class, non-transferable and with restrictions and conditions as to use; and

(b) any accommodation is standard twin-bedded room, room only with no refreshments, food, services or entertainment

5.15 Any prize winner is singularly responsible for any and all taxes, duties and levies payable as a result of the prize being awarded or received by that person.

## 6 General

6.1 **Southern Cross Media** may at any time and in its absolute discretion alter, amend, add to, waive or enforce the General Competition Rules and any Specific Competition Rules with present, future or antecedent effect as it sees fit.

6.2 **Southern Cross Media** shall not be bound to enforce any Rules and reserves the right to

give individual or collective Participant absolution from compliance with any Rule.

6.3 **Southern Cross Media** may extend the time for, vary or terminate any Competition at any time in its absolute discretion. In the event of termination, **Southern Cross Media** may in its absolute discretion elect not to award any prize in respect of the terminated Competition. Subject to state legislation.

6.4 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the **Southern Cross Media** ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, **Southern Cross Media** may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

6.5 **Southern Cross Media** shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. **Southern Cross Media** is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

6.6 **Southern Cross Media** reserves the right in its sole discretion to disqualify any individual who **Southern Cross Media** has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. **Southern Cross Media** legal rights to recover damages or other compensation from such an offender are reserved.

6.7 If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of **Southern Cross Media**, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, **Southern Cross Media** reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.

## 7 Interpretation

Unless the contrary intention appears, a reference in this document to:

(a) 'Rules' as the context permits means this document, the contents of this document and jointly and severally the General Competition Rules and the Specific Competition Rules

(b) 'Stations' means any and all those radio stations from time to time owned, operated, or controlled by **Southern Cross Media** Radioworks and which includes for so long as it retains such status, each of the following stations being namely :

Sea FM Cairns, Level 1, 320 Sheridan Street, Cairns North, QLD 4870 ; 103.5 Hot FM, 68 Abbott Street, Cairns, Qld 4870; 103.1 Hot FM, 5 Martinez Avenue, The Lakes Qld 4812 ; 4TO Hot FM, 5 Martinez Avenue, The Lakes Qld 4812 ; Sea FM Rockhampton, 110 Victoria Parade, Rockhampton QLD 4700; 107.9 Hot FM 220 Quay Street, Rockhampton, Qld 4700 ; Sea FM Mackay, Level 3, Suite 3, 123 Victoria Street, Mackay, QLD 4740 ; 100.3 Hot FM, 85 Sydney Street, Mackay Qld 4740 ; 93.5 Hot FM, 65 Central Lane, Gladstone, Qld 4680 ; Sea FM Bundaberg, Cnr Barolin & Woondooma Streets, QLD 4670 ; Sea FM Fraser Coast, 125 Bazaar Street, Maryborough, QLD, 4650 ; Mix FM Fraser Coast, 125 Bazaar Street, Maryborough, QLD, 4650 ; 95.9 Hot FM, 175a Byrnes Street, Mareeba, Qld 4880 ; 4AM, 175a Byrnes Street, Mareeba, Qld 4880 ; 94.7 Hot FM, 21 Ryan Street, Charters Towers, Qld 4820 ; 4GC FM, 21 Ryan Street, Charters Towers, Qld 4820 ; 4HI, 21 Esmond Street, Emerald, Qld 4720 ; 94.7 Hot FM, 21 Esmond Street, Emerald, Qld 4720 ; 102.5 Hot FM, 67 West Street, Mt Isa, Qld 4825 ;

4LM, 67 West Street, Mt Isa, Qld 4825 ; 4ZR, 35 McDowall Street, Roma Qld 4455 ; 95.1 Hot FM, 35 McDowall Street, Roma Qld 4455 ; Sea FM Sunshine Coast , Cnr Carnaby Street & Plaza Parade, Maroochydore, QLD 4558 ; C FM Darling Downs , 104-106 Margaret Street, Toowoomba, QLD 4350 ; 4RO Darling Downs , 104-106 Margaret Street, Toowoomba, QLD 4350 ; C FM South Burnett, 26 Alford Street, Kingaroy, QLD 4610 ; 1071 AM, 26 Alford Street, Kingaroy, Qld 4610 ; Sea FM Gold Coast , Level 2, Seabank Building, 12-14 Marine Parade, Southport, QLD 4215 ; Gold FM Gold Coast , Level 2, Seabank Building, 12-14 Marine Parade, Southport, QLD 4215 ; Sea FM Central Coast , 49 Henry Parry Drive, Gosford, NSW, 2250 ; 2GO FM Central Coast , 49 Henry Parry Drive, Gosford, NSW, 2250 ; 105.5 Star FM 1st Floor, Media Centre, 2 Peterson Road, Coffs Harbour, NSW 2450 ; 2CS 1st Floor, Media Centre, 2 Peterson Road, Coffs Harbour, NSW 2450 ; 2MC, 19 Short Street, Port Macquarie, NSW 2444 ; 105.1 Star FM, 19 Short Street, Port Macquarie, NSW 2444 ; 93.5 Star FM, Level 1, 47-59 Wingewarra Street, Dubbo, NSW 2830 ; 105.9 Star FM, Prime Bldg, Bathurst Road, Orange NSW 2800 ; 2GZ, Prime Bldg, Bathurst Road, Orange NSW 2800 ; 99.7 Star FM, 161 Remembrance Drive, Griffith NSW 2680 ; 2RG, 161 Remembrance Drive, Griffith NSW 2680 ; 93.1 Star FM, Lake Albert Road, Wagga NSW 2650 ; 2WG, Lake Albert Road, Wagga NSW 2650 ; 93.9, 24 Lovell Street Young, NSW 2594 ; 2LF, 24 Lovell Street Young, NSW 2594 ; Star FM Gippsland , 31 Warragul-Korumburra Road, Warragul, Vic, 3820 ; 3GG Gippsland , 31 Warragul-Korumburra Road, Warragul, Vic, 3820 ; 104.9 Star FM Level 1, 540 Swift Street, Albury, NSW 2640 ; The River FM Level 1, 540 Swift Street, Albury, NSW 2640 ; 3BO, 401-405 High Street, Golden Square, VIC 3555 ; 91.9 Star FM, 401-405 High Street, Golden Square, VIC 3555 ; 99.5 Star FM, 6/739 Fifteenth Street, Mildura, VIC 3500 ; 3MA, 6/739 Fifteenth Street, Mildura, VIC 3500 ; 5SE, 46 Commercial Street West, Mt Gambier, SA 5290 ; 96.1 Star FM, 46 Commercial Street West, Mt Gambier, SA 5290 ; Star FM Shepparton , 625 Wyndham Street, Shepparton, Vic 3630 ; 3SR Shepparton , 625 Wyndham Street, Shepparton, Vic 3630 ; Sea FM Devonport , 2 Hillcrest Road, Devonport, TAS, 7310 ; 7AD Devonport , 2 Hillcrest Road, Devonport, TAS, 7310 ; Sea FM Hobart, 75 Liverpool Street, Hobart, TAS 7000 ; Heart 107.3 Hobart, 75 Liverpool Street, Hobart, TAS 7000 ; 1098AM 7LA 109 York Street , Launceston, TAS 7250 ; 7BU 558 AM 31a Wilson Street, Burnie, TAS 7320 ; Sea FM Burnie, 31a Wilson Street, Burnie, TAS 7320 ; 7SD 540 AM 28 King Street, Scottsdale, TAS 7260 ; Sea FM Scottsdale, 28 King Street Scottsdale, TAS 7260 ; Hot FM Bunbury, 1 Spencer Street, Bunbury WA 6230 ; 6TZ, 1 Spencer Street, Bunbury WA 6230 ; 6VA, 171 York Street, Albany, WA, 6330 ; Hot FM Albany, 171 York Street, Albany, WA, 6330 ; 6BY, 78 Giblett Street Manjimup, WA 6258 ; Hot FM Bridgetown, 78 Giblett Street, Manjimup, WA 6258 ; Hot FM Esperance 8-10 William Street Esperance, WA, 6450 ; 6SE, 8-10 William Street Esperance, WA, 6450 ; 6KG, 130 Clive Street, Katanning, WA 6317 ; Hot FM Katanning, 130 Clive Street, Katanning, WA 6317 ; 6MD, 1 George Street, Merredin, WA 6415 ; Hot FM Merredin, 1 George Street, Merredin, WA 6415 ; 6NA, 19 Fortune Street, Narrogin, WA 6312 ; Hot FM Narrogin, 19 Fortune Street, Narrogin, WA 6312 ; Hot FM Northam, 110 Fitzgerald Street, Northam, WA 6401 ; 6AM 110 Fitzgerald Street, Northam, WA 6401 ; 756 AM 34 Prince Street Busselton, WA 6280 ; 1134 AM Collie, 1 Spencer St, Bunbury WA 6230.

(c) **Southern Cross Media** shall where the context permits include those companies related to **Macquarie Southern Cross Media** Proprietary Limited as prescribed by the Corporations Act ; the Stations ; and their respective officers, agents and servants

(d) 'Competition(s)' means all competitions from time to time launched, undertaken and managed by **Southern Cross Media** and published, offered, marketed and promoted through the Stations

(e) 'Competitor' means any person who competes directly or indirectly for **Southern Cross Media** listeners, advertisers promoters or sponsors

(f) 'Participant' means any person who makes an eligible entry into a Competition

(g) 'Family Member' mean a spouse, former spouse, parent, child or sibling of a person

(h) 'Personal Information' means personal or confidential information about a Participant or his or her immediate family, including without limitation his or her name, address, telephone number, e-mail address, marital status, occupation, spending preferences or any other information relating to that person sought and obtained from any source by **Southern Cross Media**

(i) (variations or replacement) the Rules and any other document to which reference is made includes any variation or replacement of it;

(j) (clauses, annexures and schedules) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to the Rules;

(k) (reference to statutes) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(l) (law) law means common law, principles of equity, and laws made by parliament including State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them;

(m) (singular includes plural) the singular includes the plural and vice versa;

(n) (person) except where expressly otherwise stated or where the context requires otherwise, the word "person" includes a natural person, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency, and includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns

(o) (dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;

(p) (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(q) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

( r ) (reference to a month ) a month means as calendar month

(s) (meaning not limited) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation; and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

(t) (Corporations Act) for the avoidance of doubt, a reference to the Corporations Act is a reference to the Corporations Act 2001 (Cth).

## 8 Jurisdiction and Entirety

8.1 While the contents of the Web-Site may be accessed outside Australia it is not directed to or intended to have effect in any other place than Australia.

8.2 The Rules are to be construed according to the laws applicable in the State or Territory of, Australia in which any Station running a Competition has its operational headquarters located. A person who enters a Competition irrevocably agrees and submits to the exclusive jurisdiction of the courts of that State or Territory pertaining to the Station receiving its entry, or otherwise the State or Territory in which the operational headquarters of **Southern Cross Media** is located

8.3 Subject to the Specific Competition Rules , these Rules represent the entire Rules and to the exclusion of all other statements , documents or representations other than those issued and published by Macquarie Regional Radioworks and later dated than these Rules or expressly stated by **Southern Cross Media** to be in substitution or replacement of these Rules

