

Macquarie Southern Cross Media  
Terms and Conditions of Entry  
Southern Cross Television

'Give me 5 for Kids - KEITH URBAN competition'

**NSW Permit Number: LTPS/09/04463**  
**VIC Permit Number: 09/1640**  
**ACT Permit Number: TP 09/02214**  
**WA, TAS, QLD, NT Permit Number: N/A**  
**Excluding SA**

The following terms and conditions apply for the 'Give me 5 for Kids - KEITH URBAN' competition', which will air on Macquarie Southern Cross Television and Local Works Radio Stations.

These terms and conditions apply in conjunction with Macquarie Southern Cross Media General Contest Rules. Where there is any inconsistency, these terms and conditions will prevail.

1. CONTEST NAME:

'Give me 5 for Kids - KEITH URBAN competition'

2. BRIEF DESCRIPTION:

From Monday 1<sup>ST</sup> June 2009 - Friday 26<sup>th</sup> June 2009, Macquarie Southern Cross Television and Local Works Radio Stations will conduct a promotion under the title 'Give me 5 for Kids - KEITH URBAN competition' with the exception of ACT which commences from Friday June 12<sup>th</sup> and concludes on Friday 26<sup>th</sup> June, 2009.

The major prize draw will take place on Monday 29<sup>th</sup> June 2009 at 9am with the winner notified on the same day prior to 12noon.

A 30-second promotional commercial will be produced and aired on Southern Cross Television and a number of recorded promotional commercials will air across our Local Works Radio Stations. There will also be a number of live on air mentions of the competition through the Local Works Radio Stations. Both the promotional commercial and live on air mentions will air at random times throughout the competition period.

Through this promotional commercial & live on air mentions, viewers/listeners will be encouraged to SMS the word "URBAN", and their full name, suburb and postcode to 191 400 to go in the draw to win return economy airfares to Los Angeles from the winner's nearest state capital. The prize also includes \$1000 Australian spending money, a 'meet & greet' with Keith Urban, 19<sup>th</sup> July 2009 and 2 x tickets to Keith Urban's Los Angeles show at the Staples Centre on the 19<sup>th</sup> July 2009. Three night's accommodation included. The prize is for two people.

If the winner is under 18 years the prize may at the absolute discretion of the Promoter be awarded to the winner's parent or guardian.

The prizes are not transferable or redeemable for cash and all components of the prize must be taken Together. The winner must be able to travel from July 17<sup>th</sup> 2009 and attend the concert and 'meet and greet' on the 19<sup>th</sup> July 2009. Winner must have a valid passport and be eligible for a Visa to the United States and to comply with all US entry requirements.

3. METHOD OF ENTRY:

SMS cost is \$0.55 incl GST  
Be. interactive Helpdesk 1800 65 33 44

60% percent of the net revenue goes directly to 'Macquarie Southern Cross Media

'Give me five for kids'

South Australia is exempt from winning this competition

4. DURATION:

Competition start date: 12:01am Monday 1st June 2009 (ACT to commence June 12<sup>th</sup> 2009)

Competition close date: 23:59pm Friday 26<sup>th</sup> June 2009

Major Prize Draw: 8.30am Monday 29<sup>th</sup> June 2009

Announcement on local works stations at random times throughout the day, Monday 29<sup>th</sup> June 2009 and the winner will be contacted also via the phone.

5. MARKETS INVOLVED:

RADIO AND TV MARKETS INVOLVED:

QUEENSLAND

99.5 SEA FM CAIRNS

102.3 4TO TOWNSVILLE

98.7 SEA FM MACKAY

101.5 SEA FM ROCKHAMPTON /GLADSTONE

101.9 SEA FM FRASER COAST / BUNDERBERG

92.7 MIX FM SUNSHINE COAST

4GR TOOWOOMBA

92.5 GOLD FM GOLD COAST

NSW

2CS FM COFFS HARBOUR

STAR 93.5FM DUBBO

2MC PORT MACQUARIE

2GZ ORANGE

2WG WAGGA WAGGA

105.7 THE RIVER / ALBURY

VICTORIA

3BO BENDIGO

3SR SHEPPARTON

STAR FM GIPPSLAND

TASMANIA

107.3 HEART HOBART

RADIO ONLY MARKETS:

NSW

GOSFORD

GRIFFITH

VIC

MILDURA

SA

MOUNT GAMBIER

WA

6TZ BUNBURY6KG

KALGOORLIE

6SE ESPERANCE

6VA ALBANY

Wheatbelt Stations -

6WB KATANNING

6NA NARROGIN

6AM NORTHAM

MERRIDEN

TV ONLY MARKETS:

NSW

CANBERRA

WOLLONGONG

LISMORE

TAREE  
NEWCASTLE  
TAMWORTH  
CENTRAL AUSTRALIA  
DARWIN  
VICTORIA  
BALLARAT  
TASMANIA  
LAUNCESTON  
SOUTH AUSTRALIA  
PORT PIRE  
WHYALLA  
PORT LINCOLN  
BROKEN HILL  
PORT AUGUSTA

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#### 6. NOTIFICATION:

- The major Prize Winner will be notified by telephone by 12noon on Monday 29<sup>th</sup> June 2009.
- The major Prize Winner will be notified in writing via SMS by 12 noon on Monday 29<sup>th</sup> June 2009.
- The winners name will be published on the website [www.theradio.com.au](http://www.theradio.com.au).
- The winners name will be published in The Australian newspaper on Friday 3<sup>rd</sup> July 2009.

#### 7. DETAILS OF PRIZES AND PRIZE VALUE:

MAJOR PRIZE: Includes two people -

- Return Economy Airfares to Los Angeles from the winner's nearest State Capital.
- 3 nights Accommodation (minimum 3 star rating)
- \$1000 (Australian) spending money
- Meet & greet - with Keith Urban on the 19<sup>th</sup> July, 2009
- 2 tickets to Keith Urban's Los Angeles show at the Staples Centre on the 19<sup>th</sup> July 2009.

These dates are not transferable - the winner must be able to travel from the 17<sup>th</sup> July 2009 attend the concert and the "meet & greet" on the 19<sup>th</sup> July 2009.

Total Prize Pool Value: RRP \$5,800

#### 8. DATE, TIME AND PLACE OF DRAW:

8.30am Monday 29<sup>th</sup> June 2009 at Macquarie Southern Cross Media Gold Coast Office  
Level 2, 12-14 Marine Parade Southport, QLD 4215

#### 9. TRADERS NAME AND ADDRESS:

The trader is Macquarie Southern Cross Media, Level 2, 12 - 14 Marine Parade, Southport, 4215, QLD, Australia. ACN 109 243 110

#### Miscellaneous Terms and Conditions

Macquarie Southern Cross Media relies on your continued observance of these Terms of Use. If Macquarie 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 Macquarie 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 Macquarie 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, Victoria, Western Australia, South Australia, Tasmania, Australia.

You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Victoria, Western Australia, South Australia, Tasmania, Australia. 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.

Macquarie Southern Cross Media  
General Competition Rules  
As at 23 January 2008

## 1 General Competition Rules

1.1 Macquarie Southern Cross Media Proprietary Limited Macquarie 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 Macquarie 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 Macquarie 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 Macquarie 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 Southern Cross Media 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 Macquarie Southern Cross Media to meet its express obligations contained in the Rules governing the Competition no matter whether any decision or determination by Macquarie Southern Cross Media and the Stations is based on a factual error, an irrelevant or irrational consideration. Macquarie 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 Macquarie Southern Cross Media or a Competitor of Macquarie 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 Macquarie Southern Cross Media has failed or refused to provide all or any of the Personal Information requested by Macquarie 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 Macquarie Southern Cross Media; and,
- (g) any other person or class or persons prescribed by Macquarie Southern Cross Media as ineligible in any Specific Competition Rules or who is determined by Macquarie 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 Macquarie Southern Cross Media or for any other reason an entry submitted by that person is admitted, acknowledged, accepted or received by Macquarie 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 Macquarie Southern Cross Media to return, refund or otherwise make restitution of any prize awarded to that person by Macquarie Southern Cross Media in relation to a Competition for which he or she is ineligible.

3.3 Macquarie 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 Macquarie 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 Macquarie 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 Macquarie Southern Cross Media their eligible entry to the Competition

4.2 Macquarie 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 Macquarie 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 Macquarie Southern Cross Media in its absolute discretion to participate in any promotional, advertising or marketing activities selected by Macquarie 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 Macquarie Southern Cross Media, its personnel, operations, policies or Competitions without the prior written consent of Macquarie 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 Macquarie Southern Cross Media, its operations, policies, personnel and Competitions.

4.4 Participants acknowledge and agree that Macquarie 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, Macquarie 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 Macquarie 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

Macquarie 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) Macquarie 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 Macquarie 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 Macquarie Southern Cross Media, the treatment of which shall be governed by the Macquarie Southern Cross Media Privacy Policy as published from time to time, and Macquarie 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 Macquarie Southern Cross Media.

4.9 All Participants agree to release and fully indemnify Macquarie 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 Macquarie 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 Macquarie 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 Macquarie 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 Macquarie 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 Macquarie 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 Macquarie 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, Macquarie 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 Macquarie 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 Macquarie Southern Cross Media in accordance with the Rules. Any person not collecting their prize within the prescribed time or who communicates to Macquarie 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 Macquarie Southern Cross Media at Macquarie 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 Macquarie 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 Macquarie Southern Cross Media that he or she is the winner's lawfully appointed representative.

5.7 A winner surrenders all claims and releases Macquarie 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 Macquarie 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 Macquarie Southern Cross Media releasing and indemnifying Macquarie Southern Cross Media in respect of any liability of Macquarie 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 Macquarie 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 Macquarie Southern Cross Media as to the time, place and manner in which the prize may be used.

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

5.12 If the prize involves the winner meeting or attending a function with a celebrity or other person, Macquarie 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.

5.13 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 Macquarie 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, Macquarie Southern Cross Media may in its absolute discretion elect not to award any prize in respect of the terminated Competition. Subject to state legislation.

6.2 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Macquarie 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, Macquarie 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.

6.3 Macquarie 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. Macquarie 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.

6.4 Macquarie Southern Cross Media reserves the right in its sole discretion to disqualify any individual who Macquarie 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. Macquarie Southern Cross Media legal rights to recover damages or other compensation from such an offender are reserved.

6.5 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 Macquarie Southern Cross Media, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, Macquarie 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 television stations from time to time owned, operated, or controlled by Macquarie Southern Cross Media and which includes for so long as it retains such status, each of the following stations being namely : Southern Cross Ten QLD (Maryborough/ Fraser Coast), NSW, and ACT.

(c) Macquarie 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 Macquarie Southern Cross Media and published, offered, marketed and promoted through the Stations

(e) 'Competitor' means any person who competes directly or indirectly for Macquarie 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 Macquarie 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 Macquarie 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 Southern Cross Media and later dated than these Rules or expressly stated by Macquarie Southern Cross Media to be in substitution or replacement of these Rules