

TERMS & CONDITIONS: RIVER 94.9'S SECRET SOUND

By entering into the competition "River 94.9's SECRET SOUND", you (the **Entrant**) acknowledge, accept and agree to the following terms and conditions, as amended as required and displayed on the Promoter's webpage, or Point of Entry.

<ul style="list-style-type: none"> • Competition 	RIVER 94.9'S SECRET SOUND
<ul style="list-style-type: none"> • Promoter 	<p>Participating station(s): River 94.9 of Cnr Pine Mountain Road & Hill Street, North Ipswich QLD 4305</p> <p>Registered business name of: Grant Broadcasters Pty Ltd (ABN 66 000 667 470) of Level 3, Suite 303, 10-12 Clarke Street, Crows Nest NSW 2065</p>
<ul style="list-style-type: none"> • Promotion Period 	<p>The promotion period is an ongoing process. When an entrant has been awarded the cash amount, the promotion then recommences within a 24–48-hour period.</p> <p>Entrants may enter the promotion at any time during the promotion period, however their entry must valid as outlined below in Entrant Eligibility.</p>
<ul style="list-style-type: none"> • Entrant Eligibility 	<p>To be deemed a valid Entrant in the promotion, Entrants must comply with the following conditions:</p> <ul style="list-style-type: none"> • must be a citizen or permanent resident of Australia; • must be a resident of, and reside in Queensland; • must be aged 16 years of age or over; • must not have previously won a prize (valued at \$500 or more) within the last 90 days through a promotion managed by the Promoter; • must not be an employee of, or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the employees of the Promoter, the Prize Provider(s), or any of the suppliers or agencies associated with this promotion, or any of the related bodies corporate (as defined in s50 of the <i>Corporations Act 2001 (Cth)</i>) of the Promoter, the Prize Provider(s), or of those suppliers or agencies; • must consent to appearing On Air and on video, to be shared and released at the sole and absolute discretion of the Promoter; • Must consent to providing proof of residence to the Promoter (e.g. Driver's license, utilities statement, etc.)

<ul style="list-style-type: none"> • How to Enter 	<p>To be entered into the promotion, eligible Entrants must, during the promotion period:</p> <ul style="list-style-type: none"> • Listen to River 94.9 and the Secret Sound contesting segments • During the contesting segment the Promoter will play a specific sound (i.e., the current secret sound). • Valid Entrants must call the station on 07 3813 1949 and the first three (3) successful and valid callers to be chosen by the Promoter at their sole and absolute discretion will be given the chance to play as per Promotion Format below. <p>Entrants must only enter for themselves and cannot enter on behalf of another person.</p>
<ul style="list-style-type: none"> • Number of Entries 	<p>Entrants may enter the promotion only once (1) per day during the promotion period.</p>
<ul style="list-style-type: none"> • Promotion Format 	<p>During the promotion period, the Promoter will play the secret sound on air in two (2) separate contesting segments per day. Three (3) entrants per contesting segment will be eligible to guess the secret sound for a total of six (6) entrants per day.</p> <p>During each contesting segment, the Promoter will play an audio grab of the 'secret sound'. Each Entrants get's one (1) guess at what the sound may be. Guesses are taken in order of calls answered by the Promoter.</p> <p>If an entrant is deemed successful in their guess, at the Promoter's sole and absolute discretion, the entrant will be awarded the current cash prize.</p>
<ul style="list-style-type: none"> • Prize Description 	<p>Prizing for this promotion is solely a cash amount, no gifts, vouchers or otherwise are intended for this promotion.</p> <ul style="list-style-type: none"> • The cash amount has an ongoing increase until it has been awarded. • Daily the cash amount will jackpot by \$100 (\$50 per contesting segment) until the secret sound has been correctly identified.
<ul style="list-style-type: none"> • Prize Value 	<p>The maximum Prize (as outlined above in Prize Description) is not set as the prize grows by \$50 each contesting segment until the sound is correctly guessed.</p> <p>The value of the Prize may alter as the Promoter may alter elements of the Prize as desired throughout the Promotion Period.</p>

<ul style="list-style-type: none"> • Prize Restrictions 	<p>To claim the Prize (as outlined above in Prize Description) the Winner(s) must agree to the following conditions:</p> <ul style="list-style-type: none"> • no part of the Prize can be transferred to another person; • the Prize only includes the items listed in Prize Description. All additional cost associated with claiming and/or utilising the Prize are the sole responsibility of the Winner;
<ul style="list-style-type: none"> • Notification of Winner(s) 	<p>The valid Entrant that has been selected by the promoter's sole and absolute discretion will be notified by the Promoter immediately upon winning the promotion.</p>
<ul style="list-style-type: none"> • Forfeit and Re-selection 	<p>If an Entrant loses phone connection and cannot be contacted by telephone (following reasonable efforts and waiting periods by the Promoter) the Promoter has the discretion to withdraw the offer, following which that Entrant or Participant is deemed to have forfeited their place in the promotion.</p> <p>The Promoter may then choose to select another Entrant or Participant as a replacement.</p>
<ul style="list-style-type: none"> • Issuing the Prize 	<p>At the conclusion of the promotion period, the Promoter will contact the Winner(s) to arrange the delivery of the Prize.</p>
<ul style="list-style-type: none"> • Publicity 	<p>As part of the promotion, the Promoter will require the Winner(s) to participate in an On Air radio interview(s), and video content to be published on the Promoter's websites and shared through the Promoter's social media channels.</p> <p>The Winner(s) may also be required to appear On Air at a later date (at the discretion of the Promoter) to provide further content.</p>

<ul style="list-style-type: none"> • Privacy 	<p>By entering this promotion all Entrants accept the Promoter's Privacy Policy as amended from time to time and available on the participating radio station websites.</p> <p>All Entrants' details are automatically entered on the Promoter's promotions database. The Promoter also maintains a record of the winner's details.</p> <p>By entering into this promotion, each Entrant consents to his or her personal information (as that term is defined in the <i>Privacy Act 1988 (Cth)</i>) being used for:</p> <ul style="list-style-type: none"> • the purpose of distribution of the Prize by the Promoter, the Prize provider(s) and third parties; • publicity purposes by the Promoter for the purpose of the promotion, including broadcast on radio and publication online and on social media of the Entrant's first and last name, the Entrant's suburb and state of residence, and the Entrant's likeness, voice and character if that Entrant is a Winner; • direct marketing by the Prize provider(s) for goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material); and • direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material).
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- **General Terms & Conditions**

- a) The Promoter and its representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.
- b) The Promoter reserves the right to disqualify entries if those entries do not comply with these Terms and Conditions.
- c) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the

fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.

- d) All decisions by the Promoter are final and at the discretion of the Promoter. The Promoter will not enter into discussion or correspondence about any decisions affecting this Competition.
- e) The Promoter is not responsible for:
 - lost, late or misdirected entries; or
 - 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 any Entrant from successfully entering the Competition.
- a) The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) as at the start date of the Promotional Period. The Promoter does not accept responsibility for any variation in the value of the Prize after that date.
- b) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- c) Despite any other term or condition of these Terms and Conditions, the Promoter reserves the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- d) Each Entrant, the winner and the winner's travelling companion release from, and indemnify the Promoter, the Prize provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- e) A winner and the winner's travelling companion have 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 or the Prize provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions 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.

- f) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- g) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.