

Southern Cross Media Australia: GENERAL COMPETITION RULES

As at January 2010

1 Application of General Competition Rules

1.1 These rules ("**General Competition Rules**") govern all competitions and promotions ("**Competitions**") conducted by Southern Cross Media Australia Pty Ltd ("**SCM**") and its related licensee companies which operate commercial radio and television stations (collectively and separately, "**Promoter**").

1.2 , All Competitions are also subject to specific terms and conditions of entry ("**Specific Competition Rules**"), which will be posted on the Promoter's web sites, www.theradio.com.au and www.southerncrossten.com.au ("**Web-Site**") for competitions conducted by the Promoter's radio stations, and may also be made available by other means.

1.3 If there is any inconsistency between the Specific Competition Rules and the General Competition Rules for a Competition, then the Specific Competition Rules will apply only to the extent of the inconsistency.

1.4 Submission of an entry into a Competition by the entry method specified in the Specific Competition Rules is deemed to be entry into the Competition. Submitting an entry into a Competition is also deemed to be acceptance of, and agreement to be bound by, the General Competition Rules and the Specific Competition Rules.

2 Conduct of Competitions

2.1 The Promoter will have absolute discretion in relation to conduct of a Competition, including decisions in relation to participant eligibility and determination of prize winners.

2.2 Entrants to a Competition will be bound by all decisions of the Promoter, and agree to waive and surrender all rights of claim, challenge or dispute based on any grounds (other than the abject failure on the part of the Promoter to meet its express obligations contained in the Specific Competition Rules governing the Competition) no matter whether any decision or determination by the Promoter is based on a factual error or on an irrelevant or irrational consideration. The Promoter 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 Entry to Competitions is open to Australian residents, excluding:

3.1.1 employees, directors, management and their immediate families of the Promoter and its related bodies corporate;

3.1.2 employees, directors, management and their immediate families of a competitor of the Promoter and its related bodies corporate; and

3.1.3. any other person who the Promoter, in its absolute discretion, deems ineligible to participate.

3.2 If the Promoter deems that a person is ineligible to win a prize in any Competition, the Promoter reserves the right (at all times and in its absolute discretion) to disqualify that person from the Competition and withdraw an announcement that the person has won a prize in the Competition.

4 Competition Entries

4.1 The Specific Competition Rules will specify the method of entry for a Competition. The method of entry may be by any means determined by the Promoter, including but not limited to telephone, facsimile, e-mail, Short-Message-Service ("**SMS**"), through the Web-Site and/or by entry form. Entries by facsimile, e-mail and SMS are deemed to be received at the time of receipt into the Promoter's database and not at the time of transmission.

4.2 If entry to a Competition is by SMS, the maximum cost of each SMS is 55 cents. SMS entry is only open to entrants with an SMS-compatible mobile phone with calling line identification connected to a service provider that permits text and premium messaging to and from the Competition's SMS number.

4.3 If entry into a Competition is by a phone call, the maximum cost of each call is 55 cents from a fixed phone. Higher rates may apply to calls made from mobile or public phones.

4.4 The Promoter is not and will not be:

4.4.1 obliged to consider entries that are late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected, for whatever reason;

4.4.2 liable for problems or faults associated with any communications networks or services, including the internet and telephone networks, whether due to traffic congestion, technical malfunction or otherwise; or

4.4.3 liable for any consequences, including costs incurred, of user error associated with entry into a Competition.

4.5 The Promoter shall retain all property (including copyright) in all entries and material (in any form) submitted to the Promoter, or which otherwise arises in connection with a Competition, and entrants warrant that they have the right to transfer such rights to the Promoter. The Promoter may use all entries and material (including any intellectual property rights subsisting in them) in any medium or manner, including by reproducing, modifying or adapting such entries and material.

4.6 At the Promoter's reasonable request, entrants must participate in any promotional activity in connection with a Competition and/or the winning of any prize, free of charge.

4.7 The Promoter may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of entrants in a Competition in any media for any reason (including for advertising or promotional activities connected to a Competition and to advertise that a winner has won a prize), and entrants consent to:

4.7.1 being filmed, photographed, broadcast or otherwise recorded, in connection with a Competition (including in taking or using any prize); and

4.7.2 the Promoter repeating any such film, broadcast or recording at any time,

without any further compensation or fee.

4.8 Entrants must not, in any media, discuss, comment on or express a view about the Promoter or a Competition without the prior written consent of the Promoter, in which case entrants must:

4.8.1 comply with the Promoter's instructions; and

4.8.2 not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Competition.

4.9 Entrants may be required to submit Personal Information to the Promoter. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and will manage the entrants' personal information in accordance with the Promoter's privacy policy as published on the Web-Site ("**Privacy Policy**"). Entrants to a Competition consent to the storage of their personal information on the databases of the Promoter (and its related bodies corporate), and agree that the Promoter (and its related bodies corporate) may:

(a) use any Personal Information supplied in connection with a Competition for its own marketing, planning, product development, advertising data support, promotional and research purposes;

(b) disclose entrants' Personal Information to its contractors and agents to assist in conducting a Competition or communicating with entrants;

(b) refuse to accept an entry to a Competition which does not contain all or any of the personal information requested by the Promoter; and

(c) disclose Personal Information to State and Territory lottery departments, and publish winners' names as required under the relevant lottery legislation.

4.10 Obtaining time off from work or related activities to participate in a Competition and/or prize will be the sole and exclusive responsibility of each participant.

4.11 If a Competition requires an entrant to submit a photograph ("**Photograph**") as part of entry into or participation in the Competition, then the entrant acknowledges and agrees that:

(a) they are the person in the Photograph, or have obtained permission from the person/s in the Photograph that the entrant may submit and the Promoter may use the Photograph;

(b) they authorise the Promoter to use, edit and reproduce the Photographs;

(c) the Promoter has the right to publish and communicate to the public the Photographs in any media (including but not limited to online, by posting on the Website) without limitation throughout the world for any purpose (including but not limited to promotional purposes);

(d) the Promoter has the right to use their name, likeness or other information (provided by the entrant) in connection with the Photographs; and

(e) they fully release now and forever the Promoter from and against all actions, suits, claims and demands which they may have against the Promoter arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation, copyright and defamation) arising from the Promoter's use of the Photographs.

5 Prizes

5.1 The Promoter will formally publicise (by whatever means it chooses) the winner or winners of a Competition (**Winner**), but the Promoter is under no obligation to provide further information concerning prize collection to Winners, including but not limited to individually notifying a Winner that he or she:

5.1.1 has won a prize; and/or

5.1.2 is required to collect his or her prize from the Promoter within the Time Frame (as defined below).

5.2 Winners must collect their prizes in accordance with the Specific Competition Rules. If the Specific Competition Rules do not specify a method and place for the collection of prizes, then prizes should be collected in person from the local radio or television station that is conducting the Competition.

5.3 All Winners will be required to provide photographic proof of identification (including of minimum age where applicable) to the Promoter prior to claiming a prize.

5.4 The Promoter is not obliged to provide a prize to a Winner if the Winner is or will be prevented or prohibited from using or otherwise enjoying the prize by any law, has not complied with any of the General Competition Rules or Specific Competition Rules and/or has not complied with any other reasonable request of the Promoter relating to the Competition. Where a prize has already been awarded to a Winner and the Promoter becomes aware that the Winner has not complied with any of the General Competition Laws or Specific Competition Laws, then, at the direction of the Promoter, the Winner will be required to return, refund or

otherwise make restitution of the prize.

5.5 If a Winner is less than the minimum age specified in the Specific Competition Rules for a Competition, then at the Promoter's discretion, the Promoter may either refuse to grant the prize to the Winner, or require the Winner to be accompanied by a legal guardian or parent (**Guardian**), in which case the Promoter may award the prize to the Winner's Guardian on behalf of the Winner.

5.6 Winners must collect their prize(s) within three months of the date on which the Promoter first publicised the name of the Winner (**Time Frame**). If, in respect of a Competition, any prizes remain uncollected at the end of the Time Frame then the Promoter will deal with such uncollected prizes according to legislative requirements or in its discretion.

5.7 Prizes are not transferable, exchangeable or redeemable for cash. The Promoter reserves the right to substitute a replacement prize of any value if a specified prize (or any element of a prize) is unavailable for any reason. Prize values are the recommended retail value as provided by the supplier, and are correct at the time of printing. The Promoter accepts no responsibility for variation in prize value.

5.8 A Winner may be permitted to nominate a representative (**Representative**) to collect a prize on the Winner's behalf. The Promoter will only release a prize to a Representative if the Representative provides the Promoter with photographic identification and written authorisation from the Winner authorising the Representative to collect the prize. Acceptance of a prize by a Representative on behalf of a Winner will constitute acceptance of the prize by the Winner.

5.9 Before the Promoter releases a prize to a Winner, at the request of the Promoter, the Winner must sign any and all forms requested by the Promoter, including without limitation forms releasing and indemnifying the Promoter in respect of any liability that may arise in connection with the Competition or the Winner's acceptance and use of the Prize.

5.10 Winners who are minors must be accompanied by their Guardian when collecting their prizes. Guardians claiming prizes on behalf of minors will be subject to conditions set out above for Winners, including but not limited to conditions 5.3 and 5.9 of these General Competition Rules.

5.11 All prizes are accepted entirely at the risk of the Winner. The Promoter disclaims all liability arising from or in connection with prizes, and claims arising from the use or misuse of any prize. The Promoter 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 purpose.

5.12 If the prize involves a Winner meeting or attending a function with a celebrity or other person, the Promoter 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 any reason.

5.13 Unless otherwise specified:

(a) if the prize includes travel, 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) if the prize includes accommodation, any accommodation is standard twin-bedded room, room only with no refreshments, food, services or entertainment.

5.14 Winners are solely responsible for any and all taxes, duties and levies payable as a result of the prize being awarded or received by that person.

5.15 If a participant is disqualified from a Competition (pursuant to clause 3.3 or 6.7), the participant acknowledges and agrees that:

(a) the Promoter 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 the Promoter will be final and binding on the disqualified participant, and no discussion or correspondence will be entered into.

6 General

The following general provisions apply subject to any express laws to the contrary.

6.1 The Promoter 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 The Promoter shall not be bound to enforce any term set out in the General Competition Rules and/or any Specific Competition Laws, and reserves the right to absolve any participant from compliance with any Rule.

6.3 The Promoter may extend the time for, vary or terminate any Competition at any time in its absolute discretion. If the Promoter terminates any Competition, the Promoter may in its absolute discretion elect not to award any prize in respect of the terminated Competition.

6.4 If any intervening act, agent or event prevents or significantly hinders the Promoter's ability to proceed with a Competition on the dates and in the manner set out in any Specific Competition Rules, SCM may (in its absolute discretion) cancel the Competition and re-commence it from the start on the same or different conditions (subject to any written directions given by a relevant Commonwealth, State or Territory regulatory agency).

6.5 The Promoter will 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.

6.6 The Promoter will not be responsible for:

- (a) any incorrect or inaccurate information caused by the equipment or programming associated with or used for entry into a Competition; or
- (b) any technical error that may occur in the course of administering the Competition (including any omission, interruption, deletion, defect, delay in operation or transmission of any communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries).

6.7 The Promoter reserves the right in its sole discretion to disqualify from a Competition any individual who the Promoter reasonably believes has breached any Rule, or engaged in any unlawful or other improper misconduct (including conduct calculated to jeopardise the fair and proper conduct of the Competition, or tampering with the entry process). The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

6.8 If a Competition is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter may cancel, terminate, modify or suspend the Competition, subject to any written direction given under State Regulation.

7 Indemnity

Entrants agree to release and fully indemnify SCM and each of its related bodies corporate (within the meaning of the *Corporations Act 2001 (Cth)*), and their respective officers, agents and employees from and against, all liability, cost, loss, damage 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.

8 Interpretation

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

(a) **'Rules'** as the context permits means terms set out (jointly and severally) in the General Competition Rules and the Specific Competition Rules

(b) **'Stations'** means any and all those commercial radio stations and commercial television stations from time to time owned, operated, or controlled by the Promoter and its related bodies corporate, and which includes for so long as it retains such status, each of the following stations:

Radio stations:

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 ; 94.7 Hot FM, 21 Esmond Street, Emerald, Qld 4720 ; 102.5 Hot FM, 67 West Street, Mt Isa, Qld 4825 ; 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 ; 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 ; Star FM 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 Hobart,75 Liverpool Street, Hobart, TAS 7000 ; Heart 107.3 Hobart,75 Liverpool Street, Hobart, TAS 7000 ; 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.

Television Stations:

Southern Cross Ten (Head Office) 46 Aspinall Street, WATSON, ACT, 2602
Southern Cross Television, 4 Rooke Street, DEVONPORT, TAS, 7000; 34 Argyle Street, HOBART, TAS, 7000; 36 Watchorn Street, LAUNCESTON, TAS, 7250; Suite 1, Alice Plaza, 36 Todd Mall,

ALICE SPRINGS, NT; Suite 5, 90 Ross Smith Avenue, FANNIE BAY, NT 0820; Suite 6, 9 Mile Street, MT ISA QLD 4825
Spencer Gulf Television (Head Office) 76 Wandearah Road, PORT PIRIE SA 5540;

(c) 'Competition(s)' means all competitions and promotions (including trade promotions) from time to time launched, undertaken and managed by the Promoter and published, offered, marketed and promoted through the Stations

(d) 'Personal Information' means information from which a participant (or a member of his or her immediate family) can reasonably be identified, 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 the Promoter.

9 Jurisdiction and Entirety

9.1 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.

9.2 The Rules are to be construed according to the laws applicable in the State or Territory in which a 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, or otherwise the state of Victoria (where the registered office of the Promoter is located).

9.3 Subject to the Specific Competition Rules, these General Competition Rules represent the entire rules to the exclusion of all other statements, documents or representations other than those issued and published by the Promoter which the Promoter expressly states are to be in substitution or replacement of these General Competition Rules.