

bay 93.9's Fridge to Fame Terms & Conditions

No one likes extensive rules and regulations, however, consumers have asked for specific rules when it comes to winning prizes on radio stations, and due to this, we outline our General Competition Conditions for you below.

1 - General Competition Rules

1.1 - Grant Broadcasters Pty Ltd (ABN: 65 000 667 470) (GB) operates a number of radio stations across Australia of which the station referred to in this website is one. Grant Broadcasters may conduct competitions from time to time pursuant to which prizes of money or other property are made available to eligible persons (as set out in clause 3.1) ("Grant Broadcasters Competition").

1.2 - These rules say who is eligible to enter a Grant Broadcasters Competition, how prizes will be awarded and how they may be claimed ("General Competition Rules"). In addition to the General Competition Rules, other specific terms and conditions may also apply to particular Grant Broadcasters Competitions ("Specific Competition Rules"). Any Specific Competition Rules applicable to any particular Grant Broadcasters Competition will be posted on www.Grant Broadcasters.com.au ("Web-Site") and available upon request from Grant Broadcasters reception, during normal business hours, located at the location specified in the contact section of this website.

1.3 - To the extent that there is an inconsistency between the General Competition Rules and the Specific Competition Rules, the General Competition Rules prevail.

1.4 - A person who enters a Grant Broadcasters Competition agrees to be bound by:

(a) the General Competition Rules; and

(b) the Specific Competition Rules.

2 - Conduct of Competitions

At all times a Grant Broadcasters Competition will be conducted by Grant Broadcasters in its absolute discretion (including, without limitation, decisions in relation to who may enter and who has won a prize in a Grant Broadcasters Competition). A decision of Grant Broadcasters is binding and conclusive and will not be challenged on the grounds that Grant Broadcasters failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles of procedural fairness. A decision of Grant Broadcasters will not be challengeable even if it can be demonstrated that Grant Broadcasters made a decision which was wrong, based on a factual error or an irrelevant or irrational consideration. It is not the policy of Grant Broadcasters to enter into negotiations with any person who challenges a decision of Grant Broadcasters.

3 - Eligibility

3.1 - Any person may enter a Grant Broadcasters Competition, except for the following:

(a) a person who has previously submitted an entry in that particular Grant Broadcasters Competition;

(b) an employee, officer, servant, agent or associate (as defined in section 9 of the Corporations Act) of Grant Broadcasters, or of its related bodies corporate (as defined in section 9 of the Corporations Act);

(c) a direct family member of a person referred to in paragraph (b) above (and for this purpose a direct family member is taken to include a spouse, parent, child or sibling of that person);

(d) a person who is not ordinarily or usually resident in Australia;

(e) a person who has refused to provide all or any of the Personal Information (as defined in clause 4.10) requested by Grant Broadcasters, in the absolute discretion of Grant Broadcasters;

(f) a person who within the 30 days prior to the day on which the Grant Broadcasters Competition was first announced has won a prize in a Grant Broadcasters Competition conducted earlier in time the value of which is greater than or equal to \$50;

(g) a person who within the 90 days prior to the day on which the Grant Broadcasters Competition was first announced has won a prize in a Grant Broadcasters Competition conducted earlier in time the value of which is greater than or equal to \$1,000;

(h) a person who within the 12 months prior to the day on which Grant Broadcasters Competition was first announced has won a prize in a Grant Broadcasters Competition conducted earlier in time the value of which is greater than or equal to \$10,000;

(i) a competitor of Grant Broadcasters or of any of its related bodies corporate (as defined in section 9 of the Corporations Act);

(j) an employee, officer, servant, agent or associate (as defined in section 9 of the Corporations Act) of a person referred to in paragraph (i) above;

(k) a direct family member of a person referred to in paragraph (j) above (and for this purpose a direct family member is taken to include a spouse, parent, child or sibling of that person); and

(l) any other person or class or persons prescribed by Grant Broadcasters in any Specific Competition Rules.

3.2

(a) For the purposes of clause 3.1 a "person" means a natural person and no other kind of person.

(b) For the purposes of clause 3.1 (f) to (h):

(i) a person will be taken to have won a prize if he or she was announced as the winner by Grant Broadcasters in the region and on the radio frequency or on the Web-Site of the station referred to in this website (or in any other place) and will be taken to have won the prize on the day that the announcement was first made, irrespective of whether that person collects the prize within the prescribed period;

(ii) the value of the prize which a person has won in a Grant Broadcasters Competition includes a prize won in more than one Grant Broadcasters Competition conducted during the relevant time period; and

(iii) Grant Broadcasters will, in its absolute discretion, determine the value of the prize won by a person in a Grant Broadcasters Competition during a time period.

(c) For the purpose of clause 3.1(i) a person will be taken to be a competitor of Grant Broadcasters or any of its related bodies if that person competes (directly or indirectly) for listeners of, or advertisers with, Grant Broadcasters or a related body corporate of Grant Broadcasters, as the case may be.

3.3 - For the avoidance of doubt, a person described in clauses 3.1 (a) to (l):

(a) has no entitlement, right or interest in:

(i) Grant Broadcasters Competition for which he or she is ineligible, even if by the oversight of Grant Broadcasters or for any other reason an entry submitted by that person is accepted or received by Grant Broadcasters; or

(ii) any prize awarded in relation to Grant Broadcasters Competition for which he or she is ineligible, even if that person is announced as the winner the prize; and

(b) will be required at the direction of Grant Broadcasters to return, refund or otherwise make restitution of any prize awarded to that person by Grant Broadcasters in relation to Grant Broadcasters Competition for which he or she is ineligible.

3.4 - Grant Broadcasters reserves the right at all times and in its absolute discretion to withdraw an announcement that a person described in clause 3.1 (a) to (l) has won a prize in a Grant Broadcasters Competition for which he or she is ineligible.

4 - Competition Entries

4.1 - Grant Broadcasters may in its absolute discretion accept entries in a Grant Broadcasters 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)** any other means, and using any technology, that Grant Broadcasters (in its absolute discretion) thinks fit.

4.2 - Grant Broadcasters may prescribe the means by which it will accept entries in a particular Grant Broadcasters Competition in any Specific Competition Rules applicable to that Grant Broadcasters Competition. Grant Broadcasters is under no obligation to accept entries by any or all of the means described in clause 4.1. The fact that Grant Broadcasters has accepted one or some entries by one of the means described in clause 4.1 does not mean that it is required to do the same in relation to other entries.

4.3 - For the purpose of these General Competition Rules (including without limitation clause 1.4), a person will be taken to have entered a Grant Broadcasters Competition when he or she:

- (a)** is connected by telephone line to Grant Broadcasters;
 - (b)** successfully transmits a facsimile to Grant Broadcasters;
 - (c)** sends an e-mail to Grant Broadcasters;
 - (d)** sends a SMS message to Grant Broadcasters; or
 - (e)** submits an entry form over the Web-Site,
- as the case may be, for the purpose of entering the relevant Grant Broadcasters Competition.

4.4

(a) A person who enters a Grant Broadcasters Competition:

- (i)** may be required by Grant Broadcasters in its absolute discretion to participate in any promotional activities selected by Grant Broadcasters in its absolute discretion for the benefit of Grant Broadcasters (including, without limitation, participating in a sound recording, photograph, video or film session); and
- (ii)** must not participate in any media activities (including without limitation any activity involving radio, print, television or the internet) for the purpose of, or which involves, discussing, commenting on, expressing a view of or giving an account of Grant Broadcasters, its operations, its related bodies corporate or a Grant Broadcasters Competition without the prior written consent of Grant Broadcasters.

(b) A person who participates in promotional activities referred to in clause 4.4(a) must express a positive view (and refrain from expressing a negative or disparaging view) of Grant Broadcasters, its operations, its related bodies corporate or the Grant Broadcasters Competition.

4.5 - A person who has entered a Grant Broadcasters Competition acknowledges that Grant Broadcasters has the right to use any materials generated pursuant to activities referred to in clause 4.4 (and any other material generated by it in the conduct of a Grant Broadcasters Competition) in any medium and in any manner it sees fit.

4.6 - Grant Broadcasters Competition entries and material submitted in connection with any Grant Broadcasters Competition (whether in written, audio, electronic, visual (still or moving) or other form, or any combination of them) or any photographs, video, film footage or audio recording taken of a person who enters a Grant Broadcasters Competition, together with any intellectual property rights associated with them, are at all times the property of Grant Broadcasters. Grant Broadcasters may use that material and any intellectual property rights in it in any medium and in any manner it sees fit. For the avoidance of doubt copyright in any such material becomes and remains the sole property of Grant Broadcasters.

4.7 - Grant Broadcasters may publicise, broadcast or otherwise disclose the name, character, likeness, statements or any recording of the voice of a person who enters a Grant Broadcasters Competition in advertising or promotional activities concerning a Grant Broadcasters Competition, or for any other purpose. Grant Broadcasters may promote or advertise that a winner has won a prize in a Grant Broadcasters Competition in any form and in any medium it thinks fit.

4.8 - If in the course of a Grant Broadcasters Competition:

- (a)** a telephone line or internet connection breaks up, drops out or otherwise fails; or
- (b)** there is a dispute arising out of the use of telephone lines or internet connection (including situations where multiple telephone lines or internet connections are used); or
- (c)** two telephone lines are crossed during a Grant Broadcasters Competition,

Grant Broadcasters, in its absolute discretion, may:

- (i)** disqualify the relevant person from the Grant Broadcasters Competition; and
- (ii)** award the prize to another person.

4.9 - If an event described in clause 4.8(a), (b) or (c) arises and a person is disqualified from a Grant Broadcasters Competition:

- (a)** Grant Broadcasters will not be responsible for awarding a prize to that person; and
- (b)** the decision of Grant Broadcasters will be final and conclusive and no discussion or correspondence will be entered into.

4.10 - A person who enters a Grant Broadcasters Competition may be required to submit personal or confidential information about himself or herself (including without limitation his or her name, address, telephone number, e-mail address, marital status, occupation, spending preferences or any other such information) ("Personal Information") to Grant Broadcasters. Grant Broadcasters will treat any Personal Information obtained from a person who enters a Grant Broadcasters Competition in accordance with its Privacy Policy. Grant Broadcasters may:

- (a)** record and use the Personal Information for its own marketing, planning, product development, promotional and research purposes; and
- (b)** refuse to accept an entry which does not contain all or any of the Personal Information requested by Grant Broadcasters.

4.11 - A person who enters a Grant Broadcasters Competition releases from and indemnifies Grant Broadcasters from and against, all liability, cost, loss or expense arising out of acceptance of any prize or participation in any Grant Broadcasters Competition including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.

4.12 – The winner of bay 93.9's Fridge to Fame will be determined through a combination of public vote and bay 93.9's judging criteria. The winner will not necessarily be the entry with the most votes and will be subject to the bay 93.9 promotions department.

5 - Prizes

5.1 - Prizes in a Grant Broadcasters Competition will be awarded in the absolute discretion of Grant Broadcasters. For the avoidance of doubt, a decision in relation to a prize in a Grant Broadcasters Competition is subject to clause 2.

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

(a) is eligible to enter Grant Broadcasters Competition to which the prize relates under clause 3.1;

(b) is announced by Grant Broadcasters as the winner of that prize in in the region and on the radio frequency or on the Web-Site of the station referred to in this website or through any other means;

(c) demonstrates to the satisfaction of Grant Broadcasters that he or she is the winner of the prize (for example, by producing photo-identification, such as driver's licence or passport);

(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 complied with any request made by Grant Broadcasters under the General Competition or any Specific Competition Rules which apply to that Grant Broadcasters Competition, including without limitation a direction under clauses 4.4(a)(i) and 5.9.

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 lawful use or otherwise enjoy the prize in question, the person claiming the prize must demonstrate to the satisfaction of Grant Broadcasters that he or she is at least the age required by law for that purpose (eg, by drivers' licence, passport or other means) and may be required by Grant Broadcasters to sign a declaration to that effect. Where the winner of a prize is below the lawful age to use or otherwise enjoy the relevant prize, Grant Broadcasters may, in its absolute discretion, award the prize to the winner's lawful parent or guardian.

5.4 - All prizes must be collected within 3 months of the date on which the prize was won (as determined in accordance with clause 3.2(b)(i)). After that time, unclaimed prizes will be dealt with according to legislative requirements. Grant Broadcasters is under no obligation to notify a winner in person of the fact that he or she has won a prize or of the amount of time he or she has to collect the prize. At all times, it is the sole responsibility of the winner to collect his or her prize.

5.5 - All prizes must be claimed in person from Grant Broadcasters at Grant Broadcasters's operating headquarters unless the winner is otherwise advised by Grant Broadcasters.

5.6 - In exceptional circumstances, Grant Broadcasters may elect in its absolute discretion to deliver the prize to the winner by post or courier. However, no responsibility will be accepted by Grant Broadcasters for the safe and effective delivery of the prize. The winner accepts all risk in relation to the safe and timely delivery of the prize. All prizes must be collected within 30 days.

5.7 - Subject to acceptance by Grant Broadcasters in its absolute discretion, a winner may 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 Grant Broadcasters that he or she is the winner's representative.

5.8 - In the event that a winner fails to collect a prize within the prescribed time limit or chooses not to accept a prize, that person irrevocably relinquishes all right, title or interest in the prize. All claims to that prize will be dealt with by Grant Broadcasters in its absolute discretion. For the purpose of clauses 3.1 a person described in this clause 5.8 will be deemed to have won a prize in a Grant Broadcasters Competition on the day referred to in clause 3.2(b)(i) notwithstanding their failure collect it.

5.9 - If requested to do so by Grant Broadcasters, the winner of a prize under a Grant Broadcasters Competition must:

(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 Grant Broadcasters releasing and indemnifying Grant Broadcasters in respect of any liability of Grant Broadcasters in connection with the Grant Broadcasters Competition under which he or she has won the prize and any liability in connection with the acceptance, use and enjoyment of the prize.

5.10 - Nothing in clause 5.9(a) or (b) affects the time on which the person who has entered the Grant Broadcasters Competition is taken to have agreed to be bound by the General Competition Rules or the Specific Competition Rules.

5.11 - If the winner of a prize is a minor (ie under the age of 18 years) on the date he or she wishes to collect the prize, that person must be accompanied by a parent or guardian. Both the winner and the parent or guardian may be required to:

(a) sign a copy of the General Competition Rules and any Specific Competition Rules as an indication of their acknowledgment and understanding of them;

(b) produce photo-identification to establish their identities to the satisfaction of Grant Broadcasters; and

(c) execute a Deed of Release and Indemnity in a form prescribed by Grant Broadcasters in respect of any liability of Grant Broadcasters in connection with the Grant Broadcasters Competition for which the minor was awarded the prize and any liability in connection with the acceptance, use and enjoyment of the prize by the minor or any other person.

5.12 - Any prizes won in a Grant Broadcasters Competition are not transferable and must not be redeemed for cash. In applicable cases, the prize must be used on the dates specified and in the manner directed by Grant Broadcasters.

5.13 - All prizes are accepted entirely at the risk of the winner, and Grant Broadcasters excludes all warranties in connection with any prize (including representations as to merchantability and fitness for purposes) to the extent permitted by law.

5.14 - Grant Broadcasters, its officers, employees, servants, agents, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss or damage (whether foreseeable or not) arising out of or in connection with any Grant Broadcasters Competition, whether caused by the negligence of any of the aforementioned or not.

5.15 - If a specified prize becomes unavailable, Grant Broadcasters may substitute a replacement prize in its absolute discretion. If the prize involves the winner meeting or attending a function with a celebrity or other figure, Grant Broadcasters accepts no responsibility or and shall not be liable because of the failure of the winner to meet that person for whatever reason.

5.16 - Unless otherwise specified, the class of travel for any travel prize incorporating an airfare is economy class.

5.17 - If a person who has entered a Grant Broadcasters Competition wins a prize in a Grant Broadcasters Competition, that person is responsible for any and all taxes payable as a result of a prize being awarded or received.

6 - General

6.1 - Grant Broadcasters may enforce the General Competition Rules and any Specific Competition Rules in its absolute discretion. If Grant Broadcasters in its discretion decides not to enforce the General Competition Rules or any Specific Competition Rules it will not give rise to any claim by any person.

6.2 - Grant Broadcasters reserves the right to regard itself as bound by the General Competition Rules and any Specific Competition Rules as it sees fit and in its absolute discretion.

6.3 - Grant Broadcasters may extend the time for, vary or terminate any Grant Broadcasters Competition at any time in its absolute discretion. In the event of such termination, Grant Broadcasters may in its absolute discretion elect not to award any prize in respect of the terminated Grant Broadcasters Competition.

6.4 - These General Competition Rules and any Specific Competition Rules may be varied by Grant Broadcasters at any time. Grant Broadcasters accepts no responsibility for and will not be liable because of any reliance placed on the General Competition Rules or any Specific Competition Rules before they were varied.

7 - Interpretation

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

(a) (variations or replacement) a document (including this agreement) includes any variation or replacement of it;

(b) (clauses, annexures and schedules) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;

(c) (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;

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

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

(f) (person) except 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 notation) and assigns; and

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

(h) (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;

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

(j) (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

(k) (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 Choice of Law

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

8.2 - The General Terms and Conditions and any Specific Terms and Conditions are to be construed according to the laws applicable in the State or Territory of the radio station running the competition, within Australia. A person who enters a Grant Broadcasters Competition irrevocably agrees and submits to the exclusive jurisdiction of the courts of that State.