

TERMS AND CONDITIONS – Hot 91 Cash Man

By entering into the competition “Hot 91 Cash Man”, you (the **Entrant**) acknowledge, accept and agree to the following terms and conditions, as amended from time to time and displayed on the Promoter’s webpage.

1. **Competition** “Hot 91 Cash Man”
2. **Promoter** **Participating Station:** Hot 91.1 Sunshine Coast
Registered business name of

Queensland Regional Broadcasters 39 122 696
753 17 Carnaby St, Maroochydore, QLD 4558

3. **When to enter** **Start:** Monday, 27th May 2019
Finish: Friday 28th June 2019 (five weeks)

(Promotional Period)

4. **Who can enter** People entering can be under the age of 18, however if under 18 years old, Hot 91 will require a parent or guardian to collect/claim the prize on behalf of the under 18.

Entrants must not be the employees 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) (Pacific Motor Group and Pacific Ford), of any of the suppliers or agencies associated with this competition, or of any of the related bodies corporate (as that term is defined in s50 of the *Corporations Act 2001 (Cth)*) of the Promoter, the Prize provider(s), or of those suppliers or agencies.

(Eligible Entrants)

5. **How to enter** If you don’t ask, you can’t win. To be entered into the Competition, Eligible Entrants must, during the Promotional Period:

- Listen to Hot 91 for the chase period to open and for a cryptic clue to the Cash Man’s location on the Sunshine Coast. Clues are not guaranteed to be provided on Hot 91 Facebook or Instagram and will such be posted at the discretion of Hot 91 .
- Entrants must ask everyone they see, “Are you the Hot 91 Cash Man?” This needs to be verbatim with no variation accepted. The Hot 91 Cash Man may ignore your statement and move on if the question is not said correctly to find the right person.
Chase periods will be three times daily on weekdays, and open for a reasonable amount of time for the Hot 91 Cash Man to be identified. Chase periods can be varied in the length of time allowed to find the Cash Man and is subject to change due to operational requirements. Hot 91 reserves the right to change the actual person behind the Hot 91 Cash Man character as necessary.
If the Hot 91 Cash Man is not found within the chase period, the hunt is over and the cash will return to the prize pool. If the Hot 91 Cash Man is found within the nominated time frame, they will hand a card with station contact details to the person that correctly identified them. The Hot 91 Cash Man will also ask for the winner’s name to verify that the person has won. The winner is to then call the number on the calling card contacting Hot 91 studios and the person on air.

(Eligible Entries)

- 6. Number of entries** Hot 91 listeners can participate in as many chase periods as they wish until they win a cash bounty. Cash bounty wins are limited to 1 x per person throughout the five-week active competition period – a person cannot win more than one cash bounty during that time and must cease participating in the competition after they win once.
- 7. Prize description** Cash bounties on offer will change with every chase period and may range between \$1 and \$5,000. Prize Money will be electronically transferred into the winner's bank account within a 3 week time frame.
- Prize contents or description may change at the discretion of Grant Broadcasters (Hot 91) (the **Prize**)
- 8. Prize valuation** Up to AUD \$5,000
- 9. Prize restrictions** If the winner does not meet all the Prize restrictions in this section 10 they may not be able to participate in the Prize and their portion of the Prize may be forfeited.
- General*
- The Prize money will be deposited to the account named by the winner at the time of contacting Hot 91 studios and the person on air (or subsequent phone calls).
- 10. Prize Draw** If the Hot 91 Cash Man is found within the nominated time frame, they will hand a card with station contact details to the person that correctly identified them.
- 11. Notification of winner** The Hot 91 Cash Man will also ask for the winner's name to verify that the person has won. The winner is to then call the number on the calling card contacting Hot 91 studios and the person on air. By participating in this promotion, contestants agree to their image and voice to be used on Hot 91, online at hot91.com.au and/or on Hot 91 social media accounts.
- 12. Forfeit and Redraw** If the winner cannot be contacted by telephone (following reasonable efforts by the Promoter) within 48 hours of being handed the prize details card by the Hot 91 Cash man, the Promoter has the discretion to withdraw the Prize, following which the first winner is deemed to have forfeited.
- Hot 91 has the right to disqualify contestants on safety grounds at any time. In all matters, all decisions of Hot 91's staff will be final and cannot be contested. No correspondence or discussions will be entertained.
- 13. Issuing the Prize** If all requirements are met, winners will receive payment of their prize to the nominated bank account within three weeks.
- 14. Publicity** By participating in this promotion, contestants agree to their image and voice to be used on Hot 91, online at hot91.com.au and/or on Hot 91 social media accounts.
- 15. Privacy** By entering this Competition all Entrants accept the Promoters' Privacy Policy as amended from time to time and available on the participating radio station websites.
- All Entrants' details are automatically entered on the Promoter's promotions database. The Promoter also maintains a record of the winner's details.

By entering into this Competition, each Entrant consents to his or her personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) being used for:

- 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 Competition, 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 the 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).

16. General Terms and 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:
 - i) lost, late or misdirected entries; or
 - ii) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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).

- j) 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.
- k) 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.
- l) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.