

TERMS AND CONDITIONS POWER FM's Dig In for a Diamond

By entering into the competition "Power FMs Dig In for a Diamond", 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 "Power FM's Dig In for a Diamond"

2. Promoter Radio Murray Bridge Pty Ltd
Registered business name of Grant Broadcasters Pty Ltd
ABC 66 000 667 470
Level 3, Suite 303, 10-12 Clarke St, Crows Nest, NSW 2065

3. When to enter **Start:** Friday 6th September 2019
End: Wednesday 25th September 2019

(Promotional Period)

4. Who can enter Entry is open to residents of the Adelaide Hills, Murraylands and South Coast over the age of 18. Entrants must be physically able to participate in the contest on Monday 30th September 2019 and all associated challenges according to the rules.

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), 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 To be entered into the Competition, Eligible Entrants must, during the Promotional Period:

- Register online at www.powerfmsa.com.au

Entrants can only enter in their own name and may not enter on behalf of another person (including a family member or friend younger than 18 years of age). Any entries that:

- contain incorrect information;
- are incomplete or incomprehensible;
- contain or depict illegal, offensive or discriminatory content;

will be disqualified and will not be eligible for the competition

6. Number of entries

1 entry per person.

7. Prize description

There will be **one major prize** for this promotion. From Metal and Stone Jewellery, one **round brilliant cut diamond**

Specifications

Cutting Style: Round Brilliant Cut Diamond

Carat Weight: 0.53 ct

Colour Grade: E

Clarity Grade: VS 2

Proportions: Very Good

Finish: Very Good

Symmetry: Excellent

Fluorescence: Inert (No Fluorescence)

Diamond Value - \$7,000

The Mount

A custom designed and made mount to the retail value of \$2,500. If customer wants a style that exceeds this then they will pay the difference.

Prize contents or description may change at the discretion of Grant Broadcasters. (the **Prize**)

8. Prize valuation

Up to AUD\$9,500

9. Prize restrictions

General

- No part of the Prize can be exchanged or redeemed for cash or any other prize.
- The Prize cannot be transferred to another person.
- The Prize is subject to the standard terms and conditions of the Prize provider(s)
- The Prize only includes the items listed. All additional costs are the sole responsibility of the winner.

10. Prize draw

Thirteen (13) finalists will be selected from all entries to Dig in for a

Diamond and participate in the contest. All 13x finalists must be at the venue (Soldiers Memorial Gardens, Strathalbyn or substitute venue in Strathalbyn determined by weather) on Monday 30th September at 7:00am to make themselves known before we begin.

Participants are not allowed to have someone else to stand in on their behalf or under another name.

Participants will be handed a 'Dig in for a Diamond' contest t-shirt, which they must wear immediately to take part in the contest. The winner of the diamond and mount package will either be:

- a) The last remaining person in the ring will win the jewellery package or
- b) the remaining contestant after a given challenge determined by Power FM

No runner-up prizes are promised to the 12x contestants who do not win the ring and mount package.

Duration

- Monday September 30th 7:40am - finalists will step into the ring and the challenge will begin.
- The event may last for hours until a winner is determined by either A or B above – Monday 30th September
- If Power FM still has finalists in the ring at time of cut off (decided by Power FM), a challenge will decide the winner of the competition.

Rules

- Finalists are required to sign an indemnity form prior to starting Dig In for a Diamond
- The thirteen (13) finalists will be split in 2 groups and will receive a 15-min break at the 2-hour mark to drink (only water is allowed), eat and go to the toilet
- Breaks are to be taken in groups
- Finalists will be required to stay standing in the ring at all times – with exception of the allocated breaks and challenges
- Once a finalist has stepped into the ring, they must not leave

the ring, except for immediately after returning from one of the allocated breaks

- Any part inside of the ring can be stood in
- No sitting, kneeling, leaning or laying down is permitted. Contestants must be on their feet.
- No aiding support is permitted (example – chairs, beds etc.)
- Finalists are not permitted to support themselves by leaning on anything outside of the ring.
- One foot must be on the ground at all times.
- Finalists must not impact another finalists by pushing, distracting etc.
- Power FM will conduct challenges to make it more difficult for the contestants and contestants will be eliminated from each challenge. Finalists breaking any of the above rules will be eliminated. Power FM has the right to disqualify contestants on safety grounds at any time. In all matters, all decisions of Power FM's staff will be final and cannot be contested. No correspondence or discussions will be entertained.

11. Notification of winner Entrants will know immediately of their win (being the last person contestant in the ring or by chosen challenge) by Power FM attendants standing close by to monitor participants.

12. Forfeit and redraw Entrants must be present onsite at 7:00am (Soldiers Memorial Gardens, Strathalbyn or substitute venue in Strathalbyn determined by weather) and made known to the Power FM team or their position will be removed from the contest. Participants are not allowed to have someone else to stand in on their behalf or under another name. Once the 13x contestants have stepped into the ring, they will at times be tempted to forfeit by Power FM attendants standing close by, by way of offering smaller prizes. There will be challenges while the contest is in play. Failure to complete these challenges or come last in these challenges will result in removal from the contest. If an entrant/participant does forfeit their spot by stepping outside of the ring, they will be asked to leave the immediate contest area and will not be able to re-join the contest. If the eventual winner is proven to have forfeited or cheated, or breached the entry criteria, they will forfeit their prize (which will be awarded to the runner up of the contest).

Power FM has the right to disqualify contestants on safety grounds at any time. In all matters, all decisions of Power FM's staff will be final and cannot be contested. No correspondence or discussions will be entertained.

13. Issuing the prize

Upon winning the contest, the winner will be handed over to a Metal and Stone Jewellery staff member to sign paperwork recognising their ownership of the diamond and mount package. Prize hand over will then be determined. Winner must be able to show driver's license ID.

14. Publicity

By entering this competition, you agree to the following:

- Power FM to publish your photo on the Power FM website or social media accounts
- Power FM to share your details with our partner Metal and Stone Jewellery associated with this competition

As part of the Prize the Promoter may require the winner to participate in radio interview(s).

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.