

These General Contest Rules apply to all **104.1 Territory FM (8TOP)** contests. They may be amended or varied from time to time by **104.1 Territory FM (8TOP)**. Special Terms and Conditions may apply to particular contests, in which case an addendum to these General Contest Rules will be made for that contest. Please enquire at **104.1 Territory FM (8TOP)** for any special Terms and Conditions for contests you wish to enter.

1. Unless otherwise specified in special contest Terms and Conditions, no person may enter any contest more than once.
2. All prizes must be collected within 3 months from the date of winning. After that time, unclaimed prizes will be dealt with according to legislative requirements. **104.1 Territory FM (8TOP)** will not notify winners of time remaining. It is the sole responsibility of winners to collect their prize.
3. Prizes must be claimed in person unless winner is otherwise advised. Identification which includes a photograph will be required (examples include drivers licence/passport/student card where photo included). Where **104.1 Territory FM (8TOP)** elects to post a prize to a winner no responsibility will be accepted by **104.1 Territory FM (8TOP)** for the safe and effective postal delivery of the prize.
4. In special situations, and subject to the absolute discretion of **104.1 Territory FM (8TOP)**, a winner may nominate a designated representative to collect a prize. The representative will be required to present written authorisation from the winner and identification which includes a photograph for both the winner and their representative.
5. In the event that a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with according to the absolute discretion of **104.1 Territory FM (8TOP)** subject to legislative requirements.
6. Winners under the age of 18 must be accompanied by a parent/guardian when collecting their prize. Both the winner and the parent/guardian must sign this agreement and show identification which includes a photograph.
7. A copy of these General Contest Rules must be signed and endorsed by any winner upon request by **104.1 Territory FM (8TOP)**.
8. Prizes are non transferable, must (where applicable) be used on the dates specified and may not be redeemed for cash.
9. All prizes are accepted entirely at the risk of the winner, and **104.1 Territory FM (8TOP)** excludes all warranties in connection with any prize to the extent permitted by law.
10. **104.1 Territory FM (8TOP)**, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or for any claims, liability, loss or damage arising out of or in connection with any contest promoted by **104.1 Territory FM (8TOP)**.
11. All contestants release from, and indemnify **104.1 Territory FM (8TOP)** and **CHARLES DARWIN UNIVERSITY** against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in any contest including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
12. If a specified prize becomes unavailable, **104.1 Territory FM (8TOP)** may substitute a replacement prize at its absolute discretion.
13. Unless otherwise specified, the class of travel for any travel prize incorporating an airfare is economy class.
14. Competitors may be required by **104.1 Territory FM (8TOP)** to participate in a photo, video and/or film session and acknowledge that **104.1 Territory FM (8TOP)** has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person advises **104.1 Territory FM (8TOP)**

at the time of entering the relevant contest that he/she wishes to retain his/her anonymity.

15. Contest entries and material submitted in connection with any contest (whether in written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of **104.1 Territory FM (8TOP)** which may use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material becomes and remains the sole property of **104.1 Territory FM (8TOP)**.
16. **104.1 Territory FM (8TOP)** may publicise, broadcast or otherwise disclose a competitor's name, character, likeness, statements or any recording of their voice in advertising or promotional activities concerning a specific contest, or **104.1 Territory FM (8TOP)** contests generally. **104.1 Territory FM (8TOP)** may promote or advertise that a winner has won a contest.
17. Winners are responsible for any and all taxes payable as a result of a prize being awarded or received.
18. If in the course of a contest:
 - a telephone line breaks up or drops out or
 - there is a dispute arising out of the use of telephone lines in a contest (including situations where multiple telephone lines are used) or
 - two telephone lines are crossed during a phone in contest
 - **104.1 Territory FM (8TOP)** in its absolute discretion:
 - may disqualify the relevant caller or callers
 - will not be responsible for awarding a prize to the relevant caller or callers and may award the prize to another person according to its absolute discretion.
 - In all such events all decisions of **104.1 Territory FM (8TOP)** will be final and no discussion or correspondence will be entertained.
19. All entries by internet are sent entirely at the risk of the entrant. If there are any difficulties arising out of the internet or any associated equipment **104.1 Territory FM (8TOP)** may at its absolute discretion disqualify the entire entry or any portion thereof.
20. A person is ineligible to enter and/or win a contest if:
 - they are an employee or a member of the immediate family** of an employee of **CHARLES DARWIN UNIVERSITY** and/or **104.1 Territory FM (8TOP)** and/or a sponsor or advertising agency and/or affiliate and/or a contestant associated with that contest.
 - they have won a prize valued at \$199 or less from **104.1 Territory FM (8TOP)** or in any **104.1 Territory FM (8TOP)** contest in the 60 days prior to entering that contest
 - they have won a prize valued at \$200 or more from **104.1 Territory FM (8TOP)** or in any **104.1 Territory FM (8TOP)** contest in the 60 days prior to entering that contest.
 - they have won a prize valued at \$1,000 or more from **104.1 Territory FM (8TOP)** or in any **104.1 Territory FM (8TOP)** contest in the 90 days prior to entering that contest.
 - they have won a prize valued at \$5,000 or more from **104.1 Territory FM (8TOP)** or in any **104.1 Territory FM (8TOP)** contest in the 240 days prior to entering that contest.
 - they have won a prize valued at \$10,000 or more from **104.1 Territory FM (8TOP)** or in any **104.1 Territory FM (8TOP)** contest in the 12 months prior to entering that contest.

- they are discovered to have used or attempted to use more than one name in order to qualify to win prizes from **104.1 Territory FM (8TOP)**.
21. All contestants acknowledge that **104.1 Territory FM (8TOP)** may still rely on rule 20 even if **104.1 Territory FM (8TOP)** only learns of a person's ineligibility after **104.1 Territory FM (8TOP)** has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to **104.1 Territory FM (8TOP)** can be required by **104.1 Territory FM (8TOP)** if this occurs.
 22. All winners of all prizes must sign these General Contest Rules and any **104.1 Territory FM (8TOP)** special contest Terms and Conditions both in a form prescribed by **CHARLES DARWIN UNIVERSITY** and **104.1 Territory FM (8TOP)** in order to receive their prize. If a winner is under the age of 18, their parent/guardian may, at the absolute discretion of **104.1 Territory FM (8TOP)**, be required to sign these documents.
 23. The winner(s) of the major prize(s) may at the absolute discretion of **104.1 Territory FM (8TOP)** be required to execute a Deed of Release and Indemnity in a form prescribed by **104.1 Territory FM (8TOP)** in order to receive the major prize. If a winner is under the age of 18, their parent/guardian may, at the absolute discretion of **104.1 Territory FM (8TOP)**, be required to sign the Deed of Release and Indemnity.
 24. **104.1 Territory FM (8TOP)** may incorporate information from entrants in any contest(s) in any data base to be used for the purpose of its business.
 25. Where **104.1 Territory FM (8TOP)** has special contest Terms and Conditions in relation to a particular contest, then they will prevail to the extent of any inconsistency between those special contest Terms and Conditions and these General Contest Rules.
 26. Persons under the age of 18 years are ineligible to enter any contest where the prize consists of a vehicle or alcohol or a voucher for alcohol or where the special contest Terms and Conditions otherwise provide.
 27. A failure by **104.1 Territory FM (8TOP)** to enforce any of these General Contest Rules in any instance(s) will not give rise to any claim by any person.
 28. **104.1 Territory FM (8TOP)** may terminate any contest at any time at its absolute discretion. In the event of such termination, **104.1 Territory FM (8TOP)** may at its absolute discretion elect not to award any prize in respect of the terminated contest.
 29. **104.1 Territory FM (8TOP)** reserves the right to deem ineligible serial winners of regular competitions. In fairness to both listeners and sponsors this condition is at the discretion of **104.1 Territory FM (8TOP)** and no correspondence will be entered into.

Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Rules will be made.

These General Contest Rules may be changed at any time by **104.1 Territory FM (8TOP)**.

****Family**

- *your child or the child of your spouse or common-law partner;*
- *your wife/husband or common-law partner;*
- *your father/mother;*
- *your father's wife/mother's husband;*
- *the common-law partner of your father/mother.*