

91.9 Fresh FM

Marriage Week 2024: A Romantic Weekend Away

Terms & Conditions

The following stipulates the Terms and Conditions of entry for Fresh FM's Marriage Week 2024: A Romantic Weekend Away Additions or deletions to these rules are subject to the discretion of Gladstone Christian Broadcasters Association Inc (trading as Fresh FM) and may be enacted at any time subject to state regulation.

By entering this competition, entrants agree to abide by these Terms and Conditions. These Terms and Conditions apply in conjunction with Fresh FM's General Terms and Conditions. Where there is any inconsistency, these Terms and Conditions will prevail. These Terms and Conditions are available at www.919freshfm.com.au or from Fresh FM – 8 Uniting Place, Gladstone QLD Australia 4680.

1. Duration

The competition duration is STARTING DATE OF COMPETITION: 01/09/2024 08:00 AM, END DATE OF COMPETITION: 13/09/2024 04:00 PM

2. Method of Entry

All contestants acknowledge that Fresh FM can rely on this clause at any time, even if Fresh FM only learns of a person's ineligibility after Fresh FM has nominated the person as the winner or awarded the prize. Return of the prize or payment of its value to Fresh FM can be required by Fresh FM if this occurs.

1. Entry is open to permanent residents of Gladstone, Queensland, Australia.
2. Entrants must be 18 years of age or older to be eligible to win Fresh FM's Marriage Week 2024: A Romantic Weekend Away
3. Only one entry per person is permitted.
4. Entrants must enter the competition by completing the form found at www.919freshfm.com.au. Entrants who go into the draw to win agree to these terms and conditions. All correct details must be provided including all extra information requested.
5. Entrants are permitted to participate in other Fresh FM competitions during this competition.

Any entry to this competition is also deemed invalid and disqualified if:

6. A person who is an employee, officer, servant, or volunteer of Fresh FM.
7. The spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of a person referred to in paragraph (a) above;
8. A person who has used or attempted to use any more than one name to qualify to win any contest run by Fresh FM
9. A person who refuses to comply with or breaches any terms of these General Competition Entry Rules.
10. A person who has won a Fresh FM prize to the value of \$5,000 or more in the last 12 months.

Fresh FM reserves the right, in its sole discretion, to also disqualify any person/s for:

11. tampering with the entry process, including exceeding any limitation on the number of entries, or any other process as determined by Fresh FM that in any way affects the fairness of the promotion, including fraudulent information;
12. tampering with the operation of the competition or website;
13. acting in an unsportsmanlike or disruptive manner; or
14. if an entrant selected as a winner is found to be in breach of any term or condition of entry.

3. Judging

1. The winner of the Marriage Week 2024: A Romantic Weekend Away will be drawn by a Fresh FM representative on 13/09/2024 between 4-6 pm. Winners could be announced on air.
2. If a winner is disqualified, General Competition Entry Rules will apply and a new winner may be selected, if the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to Fresh FM.
3. The decision from a Fresh FM representative will be final and no correspondence will be entered into regarding the decision.

4. The Prize

The winner of Fresh FM's Marriage Week 2024: A Romantic Weekend Away will win the following:

1. 2 nights accommodation in a 1 Bedroom Ocean View
2. All additional costs incurred will be at the expense of the winner, including comprehensive insurance where applicable, transfers, additional meals and any other expenses not outlined in the inclusions, and other related expenses – unless by exception as determined by Fresh FM.
3. Additional parking, entertainment, or any additional travel costs are not included in the prize. These may be purchased at an additional cost to the winner.
4. The prize is not transferable and cannot be redeemed for cash.
5. The maximum Prize Value is \$600.00
6. The prize will be collected at 8 Uniting Place or another agreed location.

5. Notification

Fresh FM will notify the winner by phone or email and will publish the name of the winner on Fresh FM's website www.919freshfm.com.au within 72 hours of the winner being drawn. This will remain on the website for at least 14 full days.

6. Indemnity

In the event a winner chooses not to accept the prize, they forfeit any claims to the prize which will then be transferred to Fresh FM. The unclaimed prize [which may be of a lesser value] will then be awarded to the next, second-best entrant.

The prize is accepted entirely at the risk of the winner and Fresh FM excludes all warranties in connection with the prize to the extent permitted by law. Fresh FM, its agencies, affiliates, sponsors, or representatives absolve themselves of any liability, financial or otherwise, resultant of any 'on' or 'off' air competition staged by the station.

Fresh FM shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.

Fresh FM accepts no responsibility for winners to take time off work or school to redeem the nominated prize. This is the sole responsibility of the winner and their parent/legal guardian.

A person who enters a competition releases from and indemnifies Fresh FM from and against all liability, cost, loss, or expense arising out of acceptance of any prize or participation in any 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, except for any liability which cannot be excluded by law.

The winner of Marriage Week 2024: A Romantic Weekend Away will be required to sign and return any liability release provided by Fresh FM and/or its contractors as a condition of the prize being awarded.

Once the prize/s are in the possession of the winner, should they be lost, stolen, or misplaced, Fresh FM will not replace the prize and is not liable or responsible for the lost, stolen, or misplaced prize/s. The winner is solely responsible for all taxes and fees associated with the receipt and use of the prize and any additional costs are not the responsibility of Fresh FM or its affiliates.

7. Termination

Subject to state regulation, Fresh FM may terminate any contest at any time at its absolute discretion. In the event of such termination, Fresh FM may at its absolute discretion elect not to award any prize in respect of the terminated contest.

Fresh FM assumes no responsibility for any error, defect, delay, theft, or unauthorized access to or altering of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorized intervention, fraud, or any other causes beyond the control of Fresh FM which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Fresh FM reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

8. Technical Failure

Fresh FM is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery computer transmissions, or other errors of any kind, whether human, mechanical, or electronic.

9. Copyright and Ownership of Entries

Competition entries and material submitted in connection with any competition.

1. Whether 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 are assigned to Fresh FM upon submission and become the property of Fresh FM which may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Fresh FM.
2. All such entries and material remain the property of Fresh FM (subject to the limits contained in the Privacy Statement).
3. All contestants acknowledge, as a condition of entry, that Fresh FM has the right to publicise and/or broadcast his/her name, character, likeness, voice, or all matters incidental herein.
4. All competition entries will become the property and copyright of Fresh FM and may be used for promotional purposes.

10. Privacy

1. A person who enters a 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 Fresh FM. Fresh FM will treat any Personal Information obtained from a person who enters a competition per the Fresh FM Privacy Policy
 2. Fresh FM may record and use the Personal Information for its marketing, planning, product development, promotional, broadcasting, and research purposes, including but not limited to using the winner's name, suburb of residence, likeness, and a recording of the winner's voice for advertising and promotional purposes.
 3. Photographic material and images of the winner will be used in a variety of promotional materials for both Fresh FM.
- 11.** The decision of Fresh FM relating to any matter is final and no correspondence will be entered into relating to a decision.
- 12.** The promoter is Gladstone Christian Broadcasters Association Inc trading as 91.9 Fresh FM of 8 Uniting Place, Gladstone QLD Australia 4680.

1. Prizes notwithstanding anything else in these Rules, Fresh FM has absolute discretion in awarding prizes in a competition. To claim a prize in a competition, the winner must:
 - a. Be eligible to enter under these General Competition Entry Rules and any Special Competition Rules;
 - b. Be announced by Fresh FM as the winner of that prize on air or by any other means determined by Fresh FM;
 - c. Not be prohibited by any rule of law from using or otherwise enjoying the prize for which he or she has been announced as the winner;
 - d. Demonstrate to Fresh FM's satisfaction that he or she is the winner of the prize, and if necessary prove that he or she is not prohibited from using or otherwise enjoying the prize (for example, by producing photo identification, such as a driver's licence or passport, or signing a declaration to that effect); and
 - e. Comply with any request made by Fresh FM under the General Competition Entry Rules or any Special Competition Rules that apply to that competition; and
 - f. Only one qualifier or winner per family per competition unless otherwise stipulated. Where the winner of a prize is below the lawful age to use or otherwise enjoy the relevant prize, Fresh FM may, in its absolute discretion, award the prize to the winner's lawful parent or guardian or require the parent or guardian to sign an indemnity and consent for the winner to receive or participate in the prize.
 - g. Prizes will only be awarded following winner validation and verification. Should a prize winner choose not to accept the prize allocated by Fresh FM, the prize will not be substituted with another prize. All prize items are valued inclusive of GST and Fresh FM takes no responsibility for any variation in item values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable and may not be redeemed for cash. If the specified prize becomes unavailable, Fresh FM may substitute a prize of like or equal value.
 - h. Unless otherwise specified, the class of travel for any travel prize incorporating airfare is economy class. No prohibited prizes will be awarded. Winners will be notified on-air, by mail, telephone, email, and social media, or by any other contact details provided by the winner.

- i. Prizes are to be collected from Fresh FM studios and offices at 8 Uniting Place, Gladstone QLD 4680, and proper identification must be produced. Winners under the age of 18 must be accompanied by a parent or guardian, and both must produce proper identification. If prizes are sent by post, they are generally sent via Australia Post or private courier. Any loss of prizes by a courier company or Australia Post is not the responsibility of Fresh FM. In that event, Fresh FM may or may not, in its discretion, replace the prize. Upon request by Fresh FM, a copy of the General Competition Entry Rules and/or a signed receipt and acknowledgment must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- j. All unclaimed prizes after thirty days (30) days of being won will be forfeited, and a redraw may take place, all at Fresh FM's discretion.
- k. In the event a winner chooses not to accept a prize, they forfeit any claims to the prize which can then be awarded to a competition runner-up at the time at the discretion of Fresh FM. Fresh FM will publish the names of the winners of any prize with a retail value over \$1,000 on www.919freshfm.com.au within 72 hours of the winner being selected. This will remain on the website for at least 7 full days. The judges' decision is final and no correspondence will be entered into.

2. Exclusion of Liability

- a. Fresh FM takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. Fresh FM makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. Fresh FM shall not be liable for any loss or damage suffered or sustained (including but not limited to consequential loss), including for personal injury or property damage suffered or sustained, as a result of accepting any prize or participation in any competition or prize, except for any liability which cannot be excluded by law.
- b. A person who enters a competition releases from and indemnifies Fresh FM from and against all liability, cost, loss, or expense arising out of acceptance of any prize or participation in any 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.
- c. A winner (or his or her parent or guardian as appropriate) may be required to sign and return any liability release provided by Fresh FM and/or its contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and a selection of another winner.

3. Disqualification

- a. Fresh FM is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery computer transmissions, or other errors of any kind, whether human, mechanical, or electronic.
- b. Fresh FM assumes no responsibility for any error, defect, delay, theft, or unauthorised access to or alteration of entries. Subject to any written directions given under the applicable law, if for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering,

unauthorised intervention, fraud, or any other causes beyond the control of Fresh FM which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Fresh FM reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

- c. Fresh FM reserves the right, in its sole discretion, to disqualify any individual for:
 - i. tampering with the entry process, including exceeding any limitation on the number of entries, or any other process as determined by Fresh FM that in any way affects the fairness of the promotion;
 - ii. tampering with the operation of the competition or website;
 - iii. acting in an unsportsmanlike or disruptive manner; or
 - iv. if an entrant selected as a winner is found to be in breach of any term of these General Competition Entry Rules, a new winner may be selected and, if the entrant in breach has been awarded a prize, the entrant may be required to return the prize or reimburse the value of the prize to Fresh FM.

4. Participation

- a. Participation in the competition constitutes the entrant's unconditional agreement to and acceptance of these General Competition Entry Rules and any Special Competition Rules concerning a particular competition. These Rules may change from time to time including by extending the time for, varying, or terminating any competition.
- b. The Entrant is responsible for ensuring his or her familiarity with the General Competition Entry Rules and any Special Competition Rules at the time of participation. Fresh FM's decision not to enforce a specific restriction does not constitute a waiver of that restriction or the General Competition Entry Rules or Special Competition Rules. Fresh FM may enforce these Rules in its absolute discretion.
- c. Where Fresh FM has Special Competition Rules concerning a particular contest, then they will prevail to the extent of any inconsistency with these General Competition Entry Rules or Special Competition Rules. Fresh FM may enforce these Rules in its absolute discretion.
- d. The General Competition Entry Rules and any Special Competition Rules are to be construed under the laws of the State of Queensland. Fresh FM may terminate any contest at any time at its absolute discretion. In the event of such termination, Fresh FM may at its absolute discretion elect not to award any prize in respect of the terminated contest.

5. Ownership of Entries

- a. Competition entries and material submitted in connection with any competition (whether 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 are assigned to Fresh FM upon submission and become the property of Fresh FM which may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of Fresh FM.
- b. All contestants acknowledge, as a condition of entry, that Fresh FM has the right to publicise and/or broadcast his/her name, character, likeness, voice, or all matters incidental herein.

6. Privacy and Publicity

- a. A person who enters a 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 Fresh FM. Fresh FM will treat any Personal Information obtained from a person who enters a competition under the Fresh FM Privacy Policy.

Fresh FM may:

Refuse to accept an entry that does not contain all or any other of the Personal Information requested by Fresh FM; or record and use the Personal Information for its marketing, planning, product development, promotional, broadcasting, and research purposes, including but not limited to using the winner’s name, suburb of residence, likeness and a recording of the winner’s voice for advertising and promotional purposes.