

## **Gladstone Christian Broadcasters Association Inc.**

### **2025 Shining Star Terms & Conditions**

Gladstone Christian Broadcasters Association Inc. – Gladstone trading as Fresh

Information on how to enter forms part of these conditions. Entry into the promotion constitutes acceptance of these terms and conditions.

- The promotion commences at 6:00 am AEST on Monday, 11 August 2025, and entries close at 8.00 am AEST on Friday, 12 September 2025 (the Promotion Period).
- To enter the draw, participants must register their non-profit or charity organisation at [www.919freshfm.com.au](http://www.919freshfm.com.au).
- Generally, a not-for-profit is an organisation that does not operate for the profit, personal gain, or other benefit of particular people (for example, its members, the people who run it, or their friends or relatives).
- A group registered with ACNC must be current and meeting obligations for its nomination to be accepted. <https://www.acnc.gov.au>
- Listeners and supporters vote for their preferred non-profit or charity organisation at [www.919freshfm.com.au](http://www.919freshfm.com.au)
- Choosing Shining Stars finalist: 91.9 Fresh is a community radio station that programs to a Christian community of interest. Shining Stars nominees will be selected as finalists based on their contribution to the community, the benefit their organisation will gain from the prize on offer, and their alignment with the vision and values of 91.9 Fresh.
- Voters are limited to one vote per organisation, but can vote for as many organisations as they like.
- Incomplete and incomprehensible entries will be deemed invalid.

#### **Sponsorship Prize and Draw**

- The prize may not be transferred or substituted except at the Promoter's discretion. This prize is not transferable for cash. This prize cannot be exchanged, transferred, or gifted to another party without permission from the promoter.
- The placement, style, and content of this advertising are at the discretion of 91.9 Fresh.
- Each day, from Monday, 1 September to Thursday, 11 September, the announcers will call out several organisations that will be allowed to win a share of \$20,000 in on-air sponsorship. The announcer will pick and read out the name and description of the organisation, and a Team Member (employee or volunteer) of that organisation will have five minutes to call 1300 1 999 11 to claim the \$1,000 91.9 Fresh on-air station sponsorship package, once the 5-minute timer runs out, if unclaimed, the sponsorship package may jackpot by \$1000 until it is claimed for the duration of the competition. There is no limit to the number of times an organisation might be drawn throughout the competition. The call-outs will take place Monday to Friday between 6 am to 6 pm, 1 - 11 September.
- Winners of any sponsorship amount will have until September 2026 to use their sponsorship prize, meaning that their on-air campaign ends before September 2026, or unless deemed otherwise by 91.9 Fresh.
- Every organisation registered will have the opportunity to win a 91.9 Fresh sponsorship package valued at \$30,000. This is based on votes registered at [www.919freshfm.com.au](http://www.919freshfm.com.au).

- The organisation with the most votes as of 8 am, 12 September 2025, will receive the \$30,000 sponsorship package.
- It is not the responsibility of 91.9 Fresh to ensure that any sponsorship package is used.
- Sponsorship packages are to be used in the form of 91.9 Fresh's on-air campaign only (except at the discretion of the Promoter).
- On-air campaigns will be on-air as Run-Of-Station (5 am – 12 midnight, seven days a week). Any deviation from this will involve additional costs, payable by the winner.
- Additional on-air sponsorship spots can be added at the expense of the winner.
- Sponsorship packages do not include any external production costs. Any external production costs will be the responsibility of the winning organisation.
- The winner will be announced on air by 91.9 Fresh management, and the decision will be final, based on the voting information received as of 8 am, 23 September 2025.
- The winner's details will be announced on Fresh and will be published on the Fresh website at [www.919freshfm.com.au](http://www.919freshfm.com.au), within 72 hours of winning.
- The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these competition conditions, they forfeit or don't claim the prize. If the prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter may conduct a further draw or draws, as required, before the end of 12 September 2025 and will continue attempting to find a winner till one is found. The winner of the subsequent draw will be announced on Fresh and will be published on the Fresh website at [www.919freshfm.com.au](http://www.919freshfm.com.au), within 72 hours of winning.
- The main prize of a \$30,000 sponsorship on Fresh cannot be won by the same organisation/group for two consecutive years.

### **Shining Stars Voters Prize**

The following stipulates the Terms and Conditions of entry for Fresh's Shining 'Larc Tour for the family. Additions or deletions to these rules are subject to the discretion of Gladstone Christian Broadcasters Association Inc (trading as Fresh) 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'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](http://www.919freshfm.com.au) or from Fresh – 8 Uniting Place, Telina, Gladstone, QLD, Australia 4680.

#### **1. Duration**

The competition commences on 1 September at 6 am (AEST) with the last entries closing on 12 September at 7:59 am (AEST). The winner will be drawn by one of Fresh's Announcers on 12 September, 4:00 pm (AEST).

#### **2. Method of Entry**

All contestants acknowledge that Fresh can rely on this clause at any time, even if Fresh only learns of a person's ineligibility after Fresh has nominated the person as the winner or awarded the prize. Return of the prize or payment of its value to Fresh can be required by Fresh 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's Shining Stars 2025 'Larc Tour for the family'.
3. Only one entry per person is permitted.
4. Entrants must enter the competition by voting for one of the Shining Stars and submitting a form with their details at [www.919freshfm.com.au](http://www.919freshfm.com.au). Entrants who submit their vote and go into the draw to win the prize 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 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.
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
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 prize to the value of \$5,000 or more in the last 12 months.

**Fresh 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 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 on-air sponsorship will be drawn by a Fresh Announcer after 8 am, 12 September 2025. The winner of the Larc Family Tour will be drawn at 4 pm, 12 September 2025. Winners will be announced on air.
2. If a winner is disqualified, the 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.
3. The judge's decision will be final and no correspondence will be entered into regarding the decision.

### **4. The Prize**

The winner of Fresh's Shining Stars 2025, 'Larc Tour for the family' will win the following prize:

1. 1 Voucher for 2 adults and 2 kids for the 'Larc Tour for the family'
2. This is the Larc & Lunch Tour
3. Valid until 31 September 2026
4. You must call and book on your own through LARC
5. 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.

6. 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.
7. The prize is not transferable and cannot be redeemed for cash.
8. The maximum Prize Value is \$268
9. The prize will be collected at 8 Uniting Place, Telina, or another agreed location.

## **5. Notification**

Fresh will notify the winner by phone or email and will publish the name of the winner of Fresh's Shining Stars 2025, 'Larc Tour for the family' on [www.919freshfm.com.au](http://www.919freshfm.com.au) within 72 hours of the announcement. 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. 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 excludes all warranties in connection with the prize to the extent permitted by law. Fresh, its agencies, affiliates, sponsors, or representatives absolve themselves of any liability, financial or otherwise, resulting from any 'on' or 'off' air competition staged by the station.

Fresh 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 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 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 Fresh's Shining Stars 2025, Larc Tour for the Family, will be required to sign and return any liability release provided by Fresh 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 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 or its affiliates.

## **7. Termination**

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

Fresh assumes no responsibility for any error, defect, delay, theft, or unauthorized 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, unauthorized intervention, fraud, or any other causes beyond the control of Fresh which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Fresh reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.

#### **8. Technical Failure**

Fresh 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 upon submission and become the property of Fresh 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.
2. All such entries and material remain the property of Fresh (subject to the limits contained in the Privacy Statement).
3. All contestants acknowledge, as a condition of entry, that Fresh 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 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. Fresh will treat any Personal Information obtained from a person who enters a competition per the Fresh Privacy Policy
2. Fresh 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 Fresh.

**11.** The decision of Fresh 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 91.9Fresh of 8 Uniting Place, Telina, Gladstone, QLD, Australia 4860.

1. Prizes notwithstanding anything else in these Rules, Fresh 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 as the winner of that prize on air or by any other means determined by Fresh;

- 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'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 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 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, the prize will not be substituted with another prize. All prize items are valued inclusive of GST and Fresh takes no responsibility for any variation in item values. Any taxes that 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 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 studios and offices at 8 Uniting Place, Telina Gladstone 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 a private courier. Any loss of prizes by a courier company or Australia Post is not the responsibility of Fresh. In that event, Fresh may or may not, in its discretion, replace the prize. Upon request by Fresh, 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 (30) days of being won will be forfeited, and a redraw may take place, all at Fresh'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. Fresh will publish the names of the winners of any prize with a retail value over \$1,000 on [www.919freshfm.com.au](http://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 takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant. Fresh makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. Fresh 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 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 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 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 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 which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then Fresh reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.
- c. Fresh 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 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.

### 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'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 may enforce these Rules in its absolute discretion.
- c. Where Fresh 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 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 may terminate any contest at any time at its absolute discretion. In the event of such termination, Fresh 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 upon submission and become the property of Fresh 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.
- b. All contestants acknowledge, as a condition of entry, that Fresh 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. Fresh will treat any Personal Information obtained from a person who enters a competition under the Fresh Privacy Policy.

**Fresh may:**

Refuse to accept an entry that does not contain all or any other of the Personal Information requested by Fresh; 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.