

Competition Terms and Conditions Schedule
Game of Chance

1. Name of Promotion	The Roar 2019 Cricket World Cup Tipping Competition
2. Promoter Name and ABN	Australian Radio Network Pty Ltd ABN 95 065 986 987
3. Websites	https://www.theroar.com.au/
4. State or Territory	Australia-wide
5. Competition Period Start Date and Time	<p>(a) Competition commences Friday, 24th May 2019 at 5.00pm AEST.</p> <p>(b) Participants may tip on 2019 Cricket World Cup matches listed on The Roar's online tipping competition page up until each cricket match commences.</p>
6. Competition Period Close Date and Time	The Competition will close for tips at the commencement of the last 2019 Cricket World Cup match, and prior to Sunday, 14 th July 2019, whichever is the earliest.
7. Entry Restrictions	<p>(a) Entrants must be 18 years of age or over at the time of Entry.</p> <p>(b) Entrants must be able to take the Prize before Wednesday, 1st January 2020.</p> <p>(c) Employees of The Roar or each of their associated companies, their relatives, agents or agents' relatives are not eligible to win prizes.</p> <p>(d) Participants are eligible for one (1) account and one (1) tip per match only.</p> <p>(e) If The Roar has reasonable grounds to believe that multiple accounts have been opened by or are under the control of the same person, all such accounts shall be closed and all Entries by such Participant and/or accounts will be disqualified from participating in the Competition or receiving any Prizes.</p> <p>(f) Participants are required to register in their own name and any Participant found to be registering in the name of any other will be null and void.</p> <p>(g) Participants will be deemed to have accepted these Terms and Conditions and agreed to be bound by them when entering the Competition. These Terms and Conditions will apply for the duration that the Competition is offered.</p>
8. How to Enter	<p>(a) To join The Roar's Cricket World Cup tipping go to: https://www.theroar.com.au/tipping/</p> <p>(b) Select Cricket World Cup 2019 from the 'open' tipping competitions list.</p>

	<p>(c) If you have (or choose to create) a log-in account on https://www.theroar.com.au/:</p> <ol style="list-style-type: none"> i. Create an account (https://www.theroar.com.au/register/ or log-in (https://www.theroar.com.au/login/). ii. Select your chosen tips for a round. iii. Submit your tips. iv. You can update your tips for individual matches at any point prior to the official starting time of each match. <p>(d) If you tip without creating an account on https://www.theroar.com.au/:</p> <ol style="list-style-type: none"> i. Select your chosen tips for a round. ii. Enter a valid email address in the email address field (this is how you'll be contacted). iii. Submit your tips. iv. Validate your tips by following the steps in the confirmation email you receive. v. You can update your tips via the above steps at any point prior to the official starting time of each game.
9. Limitation on Entries	One (1) tip per 2019 Cricket World Cup match during the Competition Period.
10. Game Mechanics	<p>(a) This Promotion requires Participants to tip a team they predict to win for each of the forty-eight (48) matches of the 2019 Cricket World Cup.</p> <p>(b) In order to win, Participants must submit their tips for all 2019 Cricket World Cup matches to The Roar via the Competition website.</p> <p>(c) Tips for each match of the Competition close at the commencement of the specific 2019 Cricket World Cup match.</p> <p>(d) When the tipping entry time has passed, Participants cannot change their predictions. A tip can be changed following submission, provided that this is done prior to the closing time for that match (being the commencement of that match).</p> <p>(e) The Roar reserves the right, at its discretion, to choose which events and matches the Competition applies to and the duration of the Competition.</p> <p>(f) If the Participant fails to submit an Entry before a match commences, The Roar will automatically tip on their behalf in favour of the away team. For the avoidance of doubt, on the tipping competition page, the home team is listed first on the left-hand side and the away team listed second on the right-hand side for each fixture.</p> <p>(g) Participants will be awarded one (1) point for each correctly tipped match. These points will accumulate over the Competition Period. No points will be awarded for incorrect tips or for matches resulting in a draw.</p>
11. Challenge Details	N/A
12. Draw Details	<p>The Participant with the most points accumulated will win the overall Competition.</p> <p>In the instance where there is more than one (1) Participant with the most accumulated points at the end of the Competition, these tied Participants will be placed into a random Prize Draw.</p> <p>If a Prize Draw is required, one (1) draw will be conducted, as follows:</p> <ul style="list-style-type: none"> • Draw: Monday, 15th July 2019 at 12.00pm AEST at the Australian Radio Network - 3 Byfield Street, North Ryde, New South Wales 2113

13. Prize Details	<p>There is up to one (1) Prize to be won as follows:</p> <ul style="list-style-type: none"> • \$2,000 AUD cash
14. Total Prize Value	Up to \$2,000.00 AUD including GST
15. Winner Notification	<p>(a) Winners will be notified by the email address or telephone number registered on their The Roar account. It is each Participant's sole responsibility to ensure that their contact details are up to date.</p> <p>(b) Winners will be required to verify (with evidence satisfactory to The Roar) their age, identity, residence and other requested verification information to the satisfaction of The Roar before they are eligible to receive a Prize.</p>
16. Publication Details	<p>The Winner of the Prize will be published on Monday, 15th July 2019 on The Roar's website: https://www.theroar.com.au/</p>
17. Prize Claim and Delivery	<p>(a) Entrants must be able to take the Prize before Wednesday, 1st January 2020.</p> <p>(b) If any participant is not able, for whatever reason, to accept a Prize, verify their registration information to the satisfaction of The Roar, has been found to have breached these Terms and Conditions by The Roar or cannot be contacted, The Roar reserves the right to disqualify that participant (and their eligibility to receive any Prizes) and award the Prize to another Participant, if applicable.</p> <p>(c) Entry into the Competition constitutes permission for The Roar and/or each of their associated, affiliated and subsidiary companies to use the names and photographs of Participants taken for the purpose of the Competition for publicity purposes at its discretion. All Winners will be required to participate in such publicity as The Roar reasonably requires.</p> <p>(d) Any tax liability arising as a result of accepting any Prize is the responsibility of the Winner.</p> <p>(e) Unless agreed otherwise in writing the Prizes are non-refundable and non-transferable.</p> <p>(f) The Roar reserves the right to substitute the Prizes (or any part of them) for a Prize of equivalent or greater monetary value if this is deemed necessary for reasons beyond its control.</p> <p>(g) The Roar will not be liable for Prizes that do not reach the Winners for reasons beyond its reasonable control.</p>
18. General	<p>(a) Information about Participants will be used by The Roar to assess and process registration in the Competition in line with The Roar's Privacy Policy. All Entries become the property of The Roar and will be entered into a database. Information emanating from the Participant's participation in the Competition is used by The Roar and its agencies associated with the Competition for the determination of Winners and distribution of Prizes, if any, awarded to a Participant. Participants consent to The Roar publishing their name and results. The Roar will not be held responsible for any loss of reputation, status or otherwise in connection with a participant's tipping selections and consequential results. It is a condition of Entry that Participants consent to these uses and disclosures of their information. Information about Participants may also be used by The Roar, its agents, assignees, contractors and related companies, for the purposes of carrying out marketing, planning, product development and direct mail and promotional campaigns unless a Participant otherwise withdraws their consent to the use of their information in this manner.</p>

	<p>(b) The Roar does not accept responsibility for network, computer hardware or software failures of any kind, which may restrict or delay the sending or receipt of your entry. Under no circumstances can a user submit their entry via e-mail or by phone.</p> <p>(c) The Roar reserves the right at its discretion to vary or amend these Terms and Conditions or withdraw the Competition at any time in full or from certain customers, and to change the terms or availability of the Competition at any time.</p> <p>(d) If any provision or part-provision of these Terms and Conditions are or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.</p> <p>(e) The Roar's decision is final and legally binding on all participants in relation to all aspects of the Competition including (without limitation) allocation of the Prizes and no correspondence will be entered into. Entries that do not comply in full with the Terms and Conditions will be disqualified and will not be eligible to receive any Prizes.</p> <p>(f) In addition to the use specified above, The Roar will use each Winner's, and each Participant's, personal details for the purpose of administering the Competition in line with The Roar's Privacy Policy.</p>
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The Australian Radio Network General Terms and Conditions as published on the Station Website and available from the Stations reception on request subject to such variations may be provided for in this Schedule.

AUSTRALIAN RADIO NETWORK

General Terms and Conditions for Promotions & Competitions

The following document covers all promotions and competitions run by this radio station both On-Air & Online. There are sometimes additional Terms and Conditions applicable to certain competitions, these competition specific Terms can be found in the link under the relevant competition section contained on this site.

1. **THIS DOCUMENT:**
 - 1.1 The following General Terms & Conditions apply to all competitions, giveaways and promotions ("**Promotion/s**") run by this ("**Radio Station**").
 - 1.2 In the event that a Competition Terms and Condition Schedule ("**Schedule**") has been published in respect of a Promotion then these General Terms and Conditions are subject to all terms and variations as are specified in the Schedule for the purposes of that Promotion.
 - 1.3 The "**Promoter**" is the operating entity of the Radio Station unless otherwise specified in a Schedule for the Promotion.
 - 1.4 These General Terms and Conditions and the terms and conditions of any applicable Schedule are collectively referred to as the "**Terms and Conditions**".

2. **CONDITIONS OF ENTRY:**

2.1 By submitting an entry to a Promotion, the entrant acknowledges and agrees to be bound by the Terms and Conditions.

3. **WHO MAY ENTER PROMOTIONS:**

3.1 Promotions are open to permanent residents in the State or Territory in which details of the Promotion are broadcast by the Radio Station unless otherwise specified in the Terms and Conditions.

3.2 Some Promotions will only be open to persons who are 18 years of age or older at the time of lodging their entry.

3.3 The Promoter may specify health, fitness or other requirements for entry if a Promotion requires any form of participation on the part of the entrant or other persons. Such requirements will be determined by the Promoter at its discretion with regard to the health and safety of all participants.

3.4 The Promoter may at its discretion withdraw or exclude any person from the Promotion or participation in any prize based on that person's health or medical history.

3.5 Unless otherwise stated in a Schedule for a Promotion, each entrant may only enter a Promotion once.

3.6 Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person, venture or organisation.

3.7 Promotions are not open to:

- (a) employees of, or contractors to, the Promoter or any of its agencies involved with the Promotion;
- (b) the spouse, de facto spouse, parent, natural or adopted child, or sibling (whether natural or adopted by a parent) of such employees and contractors (whether or not they live in the same household);
- (c) any person who is discovered to have used or attempted to use any more than one name in order to qualify to win any Promotion run by the Promoter except in the case of a legal change of name;
- (d) any person where that person or anyone from the same family or household has won a prize or prizes from the Promoter on the radio station or on any station owned or controlled by the Australian Radio Network valued either individually or collectively at more than **\$500 in the 30 days** prior to the commencement of the Promotion, or **\$20,000 in the 6 months** prior to the commencement of the Promotion.

3.8 All contestants acknowledge and agree that the Promoter can rely on the Terms and Conditions and in particular, this Clause 3 even if the Promoter only learns of a person's ineligibility after the Promoter has or appears to have awarded the prize to the ineligible person. In those circumstances, the Promoter can require return of the prize or payment of its value to the Promoter.

4. **ENTRY REQUIREMENTS:**

4.1 All entries must be lodged in accordance with the requirements of the Terms and Conditions for the specific Promotion.

- 4.2 The Promoter is entitled at its sole discretion to reject or disqualify any entry which it determines to be incomplete or ineligible or which in the sole opinion of the Promoter contains unlawful, defamatory, offensive or other material which if published or broadcast would place the business interests of the Promoter at risk or adversely effect the goodwill, name or reputation of the Promoter.
- 4.3 All entries in any form, whether written or delivered by email, telephone, SMS or otherwise are deemed received only upon actual receipt of a complete and eligible entry by the Promoter. In the case of online entries by way of website or other communication application, an entry will not be deemed received unless and until a complete and legible entry is received onto the Promoter database. The Promoter shall have no responsibility for the failure of any means of communication whether within the Promoter's control or otherwise.
- 4.4 Where entries are made by SMS, the maximum cost of each SMS is 55 cents (including GST). Participation will only be open to entries submitted from the Participant's own telephone and where such telephone allows caller ID, is SMS compatible and is connected via a service provider which allows the receipt of text and premier messaging.
5. **PRIZES:**
- 5.1 All prizes will be awarded either:
- (a) where a Schedule applies in respect of the Promotion, as provided for in that Schedule; or
 - (b) in other cases as is published by the Promoter in respect of the Promotion.
- 5.2 All prizes must be collected within 3 months of the date of notification of winners as provided for below. Subject to the regulatory requirements of the individual States or Territories, prizes not collected within 3 months will be forfeited and will be redistributed into the prize pool of the associated station and used for alternative contest giveaways. See clause 16 regarding Prize Claim and Delivery.
- 5.3 All prize items are valued based on recommended retail pricing inclusive of GST and the Promoter takes no responsibility for any variation in item values.
- 5.4 Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner.
- 5.5 Prizes are non-transferable and may not be redeemed for cash.
- 5.6 All "cash" prizes will be paid to by bank transfer to the winner's nominated bank account. Payments will only be made to the account owned by the winner. Alternatively, winners can request a cheque be drawn, payable to the winner only.
- 5.7 If the specified prize becomes unavailable due to general unforeseen circumstances, the Promoter may substitute a prize of like or equal value, subject to state regulations.
- 5.8 If the specified prize becomes unavailable due to acts of terrorism or acts of god (IE earthquake – or other natural disaster). The Promoter and its associated promotional partners will not be liable for replacement of any prize.
- 5.9 If a prize comprises tickets or attendance at any function or event, the Promoter accepts no responsibility or liability in respect of the function or event. Should the function or event be cancelled, postponed or otherwise varied, including but not limited to by the substitution of the promoted performers, then the Promoter has no responsibility to provide alternate or substitute tickets or to provide any cash equivalent in substitute for the tickets. The winner will in all respects be bound by and comply with the terms and conditions applicable to such event or performance including but not limited to the requirements for responsible service of alcohol and the right of the Promoter, the organiser of such a function or event or their respective contractors or representatives the right to refuse the winner and/or any guests of the winner entry or service.

- 5.10 Where a prize includes backstage or other opportunities to meet performers or celebrities, all such opportunities are at the discretion of the relevant artist or celebrity and their management and the Promoter will not be responsible or liable in the event that such meet and greet opportunities do not take place and no replacement tickets, cash substitute or other compensation will be payable in any form by the Promoter in these circumstances.
- 5.11 If a prize includes attending an event where alcohol is served, then a winner and any accompanying guests must be 18 years of age or over and must carry with them at all times during such event valid photographic identification and must provide such proof of age for inspection on request.
- 5.12 If a prize comprises vouchers, then all vouchers will be subject to the terms and conditions of the provider of the vouchers and the expiry date specified by the provider of the voucher.
- 5.13 Unless otherwise specified, the class of travel for a travel prize incorporating an airfare is economy class.
- 5.14 Any prize comprising accommodation will be for accommodation costs only and does not include additional charges (such as mini bar, in-room entertainment, dry cleaning, room service or other additional charges) unless additional room service or other related charges are expressly stated to be included in the Schedule for the Promotion.
- 5.15 All prizes awarded are for the benefit of the entrant only unless otherwise specified in a Schedule for the Promotion and are non-transferable. Prizes must be used within the applicable time frames and dates specified for the purposes of the Promotion and may be subject to availability and school holiday or peak season exclusions.
- 5.16 Where a prizes includes travel, it is the responsibility of the winner to take out appropriate travel and related insurance at their own cost.
- 5.17 If a prize includes overseas travel then unless otherwise specified in a Schedule for the Promotion, the prize will exclude applicable Government taxes and charges. It is the responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all legal and regulatory requirements for the travel component of any prize. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel. Failure for any reason to utilise a prize comprising travel within the specified dates will result in the forfeiture of the prize.
- 5.18 The Promoter may at its absolute discretion withdraw or exclude any person from the Promotion or participation in any prize if that person at any time behaves in a manner which in the opinion of the Promoter or the staff contractors or representatives of the operator of any event comprising a prize in a Promotion is inappropriate or offensive or is or could be considered antisocial, dangerous or threatening or which may cause injury to themselves or any other person.
- 5.19 The decision of the Promoter will be final in determining the winner of each Promotion. This will include but not be limited to adjudicating on whether answers to quizzes are correct or otherwise and in the event of a tie or draw in a Promotion determining at its discretion which entrant shall be declared the winner.
- 5.20 If the Promoter becomes aware at any time, including after a winner has been announced, that an entrant has not complied with these Terms and Conditions or other terms and conditions of the Promotion, the entrant will have no entitlement to any prize and, as required by the Promoter, must return or repay the full value of any prize received.

6. **PARTICIPATION IN ACTIVITIES AND PRIZES AND INDEMNITY:**

- 6.1 Any entrant or winner participating in any activity for the purposes of the Promotion or in respect of any prize agrees to fully release and indemnify to the maximum extent permissible by law, the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the entrant or winner's participation in the Promotion or prize.

- 6.2 The indemnity granted by each entrant and winner to the Promoter and Australian Radio Network and their respective contractors, employees, directors and officers pursuant to Clause 6.1 includes in respect of any cost, loss, expense, damage or liability whether direct or indirect or consequential, (present or future), and any fine or penalty incurred by the entrant or winner.
- 6.3 In respect of any prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winners own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
- 6.4 Each entrant and winner may at the discretion of the Promoter be required to execute a Deed of Indemnity & Release prior to their participation in a Promotion or prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a prize if they fail to provide such release or indemnity on request.
- 6.5 Winner may substitute a proxy to take part on their behalf – full details of proxy will need to be provided to the promoter prior to activity commencement. Such proxy to provide a release and indemnity in accordance with clause 6.1 and otherwise to be bound by the Terms and Conditions of the Promotion.
- 6.6 Where an entrant or winner is under the age of 18, their parent or guardian will be required to sign the necessary indemnity and consent forms in order for the entrant to participate in the Promotion or prize.
7. **PRIZE COLLECTION:**
- 7.1 Prizes must be claimed in person unless the winner is advised otherwise by the Promoter. The winner will be required to provide photographic identification for the purposes of collecting the prize. The collection of prizes is the sole responsibility of the winner.
- 7.2 For cash prizes, photographic identification must be provided in person at least 5 business days in advance of the intended pick up date to enable cheques to be drawn. Photographic identification will also be required when collecting the prize.
- 7.3 Lost cheques will only be reissued within 6 months of their original issue date and only once.
- 7.4 A copy of the Terms and Conditions and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms.
- 7.5 Prizes will only be awarded following winner validation and verification. The determination of the Promoter or such judges as are nominated by the Promoter are final and no correspondence will be entered into.
- 7.6 If a prize is mailed to an entrant by the Promoter the Promoter shall not be responsible for any replacement or compensation if the prize is lost or is delayed so that for example tickets arrive after their scheduled event. It is at the sole discretion of the Promoter whether or not to mail any prize.
8. **PUBLICITY:**
- 8.1 Each entrant consents to the content of their entry and any telephone entries or other call with the Promoter being recorded, broadcast and published online by the Promoter without payment.
- 8.2 If an entrant submits a photograph as part of a Promotion the entrant consents and hereby grants to the Promoter all rights necessary for the Promoter to edit and publish on its website the photograph at the Promoter's discretion and for other publicity purposes associated with the promotion of the Radio Station. The entrant warrants to the Promoter that all parties shown in the photograph have provided their consent for the purposes of the Promotion and that the photograph is in fact a photograph of the entrant where this is a requirement of the Promotion.

- 8.3 Acceptance of a prize constitutes permission for the Promoter to use winner's name, suburb of residence, recording of winner's voice, photos and likeness and filming for advertising and promotional purposes by the Promoter for broadcast by radio and for use online without compensation, unless otherwise prohibited by law. The winners name will NOT be used or listed in any other form of media without the explicit and written permission of the winner.
9. **EXCLUSION OF LIABILITY:**
- 9.1 The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery details provided by an entrant.
- 9.2 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes.
- 9.3 To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.
- 9.4 A winner (or his or her guests, parent or guardian as appropriate) may be required to sign and return any liability release provided by the Promoter 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 the selection of another winner.
10. **OWNERSHIP OF ENTRIES:**
- 10.1 All entries (whether in written, audio or visual form, or a combination of those) become and remain the property of the Promoter (subject to the limits contained in the Privacy Statement).
11. **DISQUALIFICATION:**
- 11.1 The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic.
- 11.2 The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alternation of entries. Subject to any written directions given under the applicable law, if for any reason, the Promotion is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, or proper conduct of the Promotion, then the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
- 11.3 The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
- (a) tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion;
 - (b) tampering with the operation of the Promotion or any web site of the Promoter or associated with the Promotions;
 - (c) acting in violation of these Terms and Conditions; or
 - (d) acting in an unsportsmanlike or disruptive manner.
- 11.4 If an entrant selected as winner is found to be in breach of these Terms and Conditions a new winner may be selected and, in the event that 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 the Promoter.

12. **TERMINATION:**

- 12.1 Subject to the regulatory requirements in each State or Territory, the Promoter may at its discretion vary the Terms and Conditions or terminate, vary the Terms of Conditions for Promotion or terminate entirely a promotion.

13. **PARTICIPATION:**

- 13.1 Participation in the Promotion constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The Terms and Conditions may change from time to time. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions for the Promotions at the time of participation. The Promoter's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions Promotion generally.

14. **PRIVACY:**

- 14.1 All personal information submitted by any entrant for the purposes of a promotion will be governed in accordance with the Privacy Statement for the Promoter. Please refer to the Privacy Statement for a full description of our privacy policy.