

Competition Policy

1. This Competition Policy applies to all West Coast Radio Pty Ltd (ACN 009 090 671) competitions or contests (the **Competition(s)**).
2. Specific contests may have a set of rules specific to that Competition (**Contest Rules**), in which case:
 - 2.1. the contest will be governed by both this Competition Policy and the Contest Rules;
 - 2.2. the Contest Rules will be made available on the (**Station**) website;
 - 2.3. to the extent that there is inconsistency between the rules contained in this Competition Policy and the Contest Rules, the Contest Rules will prevail; and
 - 2.4. a person who enters a Competition agrees to be bound by both this Competition Policy and, if in effect, the Contest Rules.
 - 2.5. If the promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants should check with their network service provider to see if their mobile phone is compatible. Entrants under the age of 18 must obtain the bill payer's permission prior to entering. The Promoter's Service Provider is Salmat IDR helpline (1300 131 276).
3. Failure by the Station to follow or uphold this Competition Policy and/or any Contest Rules will not give rise to a claim by any person.
4. Every Competition will be conducted (and a winner(s) determined) at the absolute discretion of the Station. The Judge(s) decision is final and no correspondence will be entered into.
5. Entry is open to all residents of Western Australia, except:
 - 5.1. any person who does not meet the eligibility requirements of the Competition which may be specified in the Contest Rules;
 - 5.2. any person who does not give complete or correct registration or other details requested by the Station upon the entering of, or during the course of, a Competition;
 - 5.3. employees, servants, agents, sub-contractors or those employed by sub-contractors of the Station and their immediate family (immediate family shall be deemed to include spouses, de facto spouse, partners, parents, grandparents, children, sibling (whether natural or adopted), grandchildren or other family extension whether or not they live in the same household.)
 - 5.4. employees, servants or agents and their Immediate Family of the companies that are providing the prize(s) of each Competition as may be, but not necessarily, contained in the Contest Rules;
 - 5.5. any other person whom the Station deems ineligible. This may include, but is not limited to, person(s) who have previously won a prize(s) due to any Competition(s) run by the Station;

- 5.6. persons under the age of 18 where a Competition's prize(s) consist of alcohol and/or the provision of a vehicle.
- 5.7. the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household).
- 5.8. potential entrants who have won a prize/prizes valued either individually or collectively at more than \$10 from the Promoter or in any contest run by the Promoter in the prior 60 days.
- 5.9. the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent) or any other member of the household of any previous prize winner who has won a prize/prizes valued either individually or collectively at more than \$10 from the Promoter or in any contest run by the Promoter in the prior 60 days.
- 5.10. potential entrants who have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
- 5.11. potential entrants who have won a prize valued at \$2,000 or more from the Promoter or in any contest run by the Promoter in the prior 12 months.
6. Any person, who is found to have given incorrect information when entering a Competition, or any previous Competition, is immediately disqualified from entering any further Competitions. If a person is discovered to have given incorrect information in relation to a Competition that is still running (or a winner has yet to be decided or found), such person will be immediately disqualified and/or removed from that Competition.
7. Any person who enters a Competition (an **Entrant**) and is awarded a prize(s), and who is subsequently deemed ineligible for that Competition due to being a person listed under clauses 5 and 6 above, may be required, at the discretion of the Station, to forfeit, return, refund, or otherwise make restitution of the prize(s).
8. All prizes for every Competition must be claimed in person by the winning Entrant (or a nominated representative of the winning Entrant) who must provide some form of official photo identification (for example a drivers licence or passport).
9. If the winner is under 18 years of age, a parent or guardian of the winner must also be present when claiming and provide photo identification as well as signing and endorsing this Competition Policy, the Contest Rules (if any) and/or any other relevant agreements.
10. Any person claiming the prize(s) may be required to sign and endorse this Competition Policy, the Contest Rules (if any) and/or any other relevant agreements.
11. The prize(s) must be claimed within 3 months from the date of winning, unless otherwise agreed or specified by the Station.
12. All prize(s) not claimed for any reason within the time frame specified in the Contest Rules (including for the reasons set out in clauses 6, 7, 8 and/or 9 above) will be deemed to be forfeited or abandoned by the winner and will be dealt with according to legislative requirements.
13. All prizes of every Competition:

- 13.1. if in the form of something other than cash, are in no way redeemable or transferable for cash;
 - 13.2. must, where applicable, be used on the dates specified;
 - 13.3. are not the responsibility of the Station, including if they are defective or ineffectual in any way, the extent permitted by law. This extends to any loss, damage, expense or injury suffered (including that which is indirect or consequential) as a result of, or in connection with, the acceptance, use and/or enjoyment of the prize(s);
 - 13.4. are subject to any other condition or stipulation given by the Station, including, but not limited to, those provided in the Contest Rules; and
 - 13.5. may be substituted for a replacement prize(s) at the absolute discretion of the Station.
14. The prize(s) include only the costs and expenses directly given as being part of the prize(s). Any relevant cost(s) associated with, consequential to, and/or resulting from the acceptance and claiming of the prize(s) are to be covered by the winner. This includes all relevant taxes and charges associated with the acceptance, use and/or ownership of the prize(s).
15. All Entrants to the Competition(s) (including any subsequent winners):
- 15.1. agree to (if required by the Station at any time) to engage in a photo, video, film and/or radio session, or any other form of publicity for the Station (unless the Entrant specifically requested to retain their anonymity at the time of entering any Competition;
 - 15.2. agree to the broadcasting or other publicising of an Entrant's name, character, statements, voice recordings or any other information regarding the Entrant, in any advertising or promotional activities concerning a Competition or Competitions of the Station in general. This includes the use of a winner's name to disclose that they have won a Competition; and
 - 15.3. agree to allow the Station to use in any reasonable manner as they see fit, any materials submitted in connection with any Competition, whether in written, electronic, visual, audio and/or any other form). Such materials (and all Copyright in them) become(s) the property of the Station and the Entrant waives all moral rights it may have in such materials.
16. If any technical or other problems or difficulties occur, such as:
- 16.1. the telephone call between an Entrant and a Station, or a representative of the Station, and/or another Entrant, is ended for any reason, including those which are the fault of the Station;
 - 16.2. those difficulties arising from the use of the Internet in either the entering of, or participation in, any Competitions, including the non-submission of information;
 - 16.3. any other attempted correspondence in any form between an Entrant and the Station, such as via the methods noted in clauses 16.1 and 16.2, Short-Message-Service (**SMS**), or facsimile, does not reach its intended destination or is not received by its intended recipient (including situations where the information reaches the Station but is not received by the relevant department or employee);

- 16.4. those relating to any procedures of an administrative nature which result in any aspect of a Competition being affected; and/or
- 16.5. any problem that is directly or indirectly related to the running of a Competition, which may affect the outcome of a Competition and/or the determination of any winner, whether a result of technical or other problems or difficulties of the Station, its affiliates, the Entrant, or any third party,

the Station will not be responsible and may also disqualify any Entrant to whom the above is relevant and may also award the prize to any other person. Such disqualification or allocations of prizes are at the absolute discretion of the Station.

- 17. The Station may amend or change this Competition Policy, and any Contest Rules, at any time without notice.

END.