

# 1029 HOT TOMATO'S VICTORY FORD'S KISS THE CAR FOR CASH TERMS AND CONDITIONS

By entering the '1029 Hot Tomato's "Victory Ford's Kiss the car for cash" "Promotion", you are agreeing to the following terms and conditions:

## 1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

## 2. WHO CANNOT ENTER?

2.1 A person is ineligible to enter and/or win a contest if:

- a) They are an employee or a member of the immediate family of an employee of The Hot Tomato Broadcasting Company Pty Ltd or their advertising agencies or an employee of Victory Ford on the Tweed
- b) They have previously won prize/prizes individually or collectively from the Hot Tomato Broadcasting Company Pty Ltd as part of the same contest in the last 30 days
- c) They are discovered to have used or attempted to use any more than one name in order to qualify to win prizes from the Hot Tomato Broadcasting Company Pty Ltd

2.2 All contestants acknowledge that The Hot Tomato Broadcasting Company Pty Ltd can rule on item 2.1 if the company only learns of a person's ineligibility after the company has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to The Hot Tomato Broadcasting Company Pty Ltd can be required by the company if this occurs.

2.3 All entrants must be 18 years or older.

## 3. HOW TO ENTER

3.1 The competition commences on-air on Monday 2<sup>nd</sup> August and concludes on Friday 20<sup>th</sup> August 2010 ("the Competition Period"). Prize event/challenge will take place at the Victory Ford on the Tweed at 16 Minjungbal Drive on Friday 20<sup>th</sup> August from 6.30am (AEST).

3.2 Entrants need to listen out for solicits by 1029 announcers and special guests for the cue to call weekdays from Monday August 2<sup>nd</sup> to Thursday August 19<sup>th</sup> inclusive. Competitions solicits will occur each hour across the work day from 9am to 3pm and can appear at any time within the hour. When listeners have identified the cue to call, they need to call (07) 5571 1029. The first correct caller through will win a spot in that day's finalist draw.

3.3 There will be six (6) contestants each day in the running for that day's position in the final prize event which one (1) will be randomly selected and called back on-air after 3pm and notified that they are a finalist.

3.4 There will be 14 finalists only to compete on Friday August 20<sup>th</sup>, 2010.

3.5 If you are successfully selected as one of the fourteen (14) Victory Ford's Kiss the car finalists you will be requested to adhere to a further set of conditions with relation the Victory Ford's Kiss the car for cash challenge to be held on Friday August 20<sup>th</sup>, 2010. These conditions will be made available once you have been selected as a finalist in Victory Ford's Kiss the car for cash challenge.

## 4. PRIZES

4.1 Total prize pool value is \$10,000.00

4.2 Prize pool will be awarded to the last person left in the challenge or shared equally between the remaining contestants of the challenge once the Hot Tomato Broadcasting Company Pty Ltd declares the end to the challenge.

4.3 All prizes, unless otherwise specified, must be collected from the Hot Tomato Broadcasting Company Pty Ltd reception within 90 days of the challenge. Prizes not collected within the period will be treated as forfeited, and will be dealt with in accordance with the requirements of the QLD Office of Gaming and Regulation.

4.4 The prize is not transferable, exchangeable or redeemable for cash. Prize will be paid in the form of a cheque made out to the winner or winners. (In the event of that any prize item is unavailable; the Promoter reserves the right to substitute a prize item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.)

4.5 In the event of that any prize item is unavailable; the Promoter reserves the right to substitute a prize item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winners.

4.6 In participating in the prizes, the winners agree to participate and co-operate as required in all publicity and on-air activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.

4.7 The prize is available for collection from the Hot Tomato Broadcasting Company Pty Ltd only.

## **5. HOW TO WIN**

5.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clause 3 will be entered into the prize draws.

5.2 An entrant may only hold one position as a finalist; in the event an existing finalist is selected a second time a redraw will be held for that finalist position.

5.3 There will be a total of fourteen (14) finalists in the "Victory Ford's Kiss the car of cash" promotion each finalist will receive an invitation to the "Victory Ford's Kiss the car for cash" challenge held Friday 20<sup>th</sup> August from 6.30am to a undisclosed finish time of 1029 Hot Tomato's officials choosing at Victory Ford on the Tweed.

5.5 All finalists will be required to attend the final prize draw at their own cost; in the event a finalist cannot attend an arranged representative may attend in their place so long as the promoter is informed 24 hours prior. All finalists are required to register with the promoter at the Victory Ford on the Tweed by 7.00am or there place will be forfeited. Each of the 14 finalists will receive at random identical envelopes, of which will contain notification of their kissing position on the vehicle.

5.6 The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the result.

5.7 The major prize winner will announced on-air on 1029 Hot Tomato Friday 20<sup>th</sup> August, 2010.

## **6. NO LIABILITY**

6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to State Legislation.

6.2 Victory Ford on the Tweed and Hot Tomato Broadcasting Co. and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

6.3 Victory Ford in the Tweed and Hot Tomato Broadcasting Co. and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

- 6.3.1 during the draw;
  - 6.3.2 whilst undertaking any travel won on or connected with their entry into the draw; or
  - 6.3.3 in the participation in any prize;
  - 6.3.4 as a consequence of late, lost or misdirected mail;
  - 6.3.5 due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any announcer, staff member, other entrants or any other person;
  - 6.3.6 in relation to failure of an SMS entry message to be received by the promoter on account of technical problems or traffic congestion;
  - 6.3.7 arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
  - 6.3.8 Due to circumstances outside the Promoter's reasonable control.
- 6.4 Victory Ford on the Tweed and Hot Tomato Broadcasting Co. and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.5 If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.

## **7. PROMOTER'S DETAILS**

The Promoter is:-

**ABN 96102902116**

**Hot Tomato Broadcasting Co 60 High Street Southport 4215**