

# THE BIG COUCH HOT HUBBIES COMPETITION TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 The following terms and conditions apply for MIX 94.5s THE BIG COUCH HOT HUBBIES competition (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be collected at the MIX 94.5s reception desk at 450 Roberts Road, Subiaco WA 6008 and can be downloaded from [www.mix.com.au](http://www.mix.com.au) ("the website").

## 2. PROMOTER

The promoter is **Perth FM Radio Pty Ltd** (ABN 077 569 110) trading as MIX 94.5 of 450 Roberts Road, Subiaco WA 6008 (the "Promoter").

## 3. DURATION

Registrations will occur online at the website from 9am Monday 3 February 2008 until 6pm Friday 26 December 2008 ("Registration Period"). A winner will be selected at 3.30pm on the final Friday of every month. The winner will be announced after 4.00pm on the last Friday of every month.

## 4. ELIGIBILITY

- 4.1 Entry is available to permanent residents of WA aged 18 years or over.
- 4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.

## 5. METHOD OF ENTRY

- 5.1 To enter:

During the Registration Period The Big Couch will invite wives/girlfriends/family members to nominate their HOT HUBBIE by visiting the website. Nominators will be required to complete the registration form, stating in 50 words or less why they believe their husband/boyfriend/dad/family member is Perth's Hottest Hubbie. They will also be required to upload a photo of the nominated Hot Hubbie for use on the website ("Entry").

- 5.2 Inaudible, incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 5.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.
- 5.4 All entrants acknowledge that the Promoter may rely on clause 5.3 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 5.5 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 5.6 Entrants warrant that they have obtained all necessary consents from their husband/boyfriend/dad in entering this Competition.

## **6. DRAW**

- 6.1 Entrants photos of the Hot Hubbies will appear on the website. The Promoter will select a winner from all entrants at 3.30pm on the last Friday of every month based on the suitability of their photo.
- 6.2 The decision of the promoter is final.
- 6.3 Should the Winner be found to have not adhered to the terms and conditions of this Competition as accepted at the time of Entry, the Promoter reserves the right to award the Perth's Hottest Hubbie title to another entrant in accordance with clause 6.1 (at the Promoter's discretion).
- 6.4 Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

## **7. PRIZE(s)**

- 7.1 The winner will win the title of Mr March, April, May, June or July, depending on the month that they are selected and will be posted on the website using this title.

The winner will receive:

A sash from MIX 94.5 and The Big Couch printed with the month that they have won  
A hair treatment from Maurice Meade Hair Design  
The opportunity to watch The Big Couch do their show in the studio of MIX 94.5

The winner will be accompanied by a member of The Big Couch and an employee of MIX 94.5 who will be filming footage of the winner having their hair done for use on the website. The hair treatment must be used on a day as specified by The Big Couch.

Entrants will be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.

## **8. PRIZE CONDITIONS**

- 8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 8.2 No other costs will be included and all expenses (including but not limited to the costs of transport to and from a prize venue and meals), other than those specifically referred to above, will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for room charges only.
- 8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 8.5 It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

## **9. NOTIFICATION**

The final winner will be announced on air by The Big Couch and will also be posted online at the website.

## **12. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

#### **14. PUBLICITY MATERIALS**

- 14.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 14.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air.
- 14.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.
- 14.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

#### **15. COPYRIGHT**

By entering this Competition all entrants:

- assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- acknowledge that any photographs or images submitted as a part of their Entry in to the Competition will not be returned to them and will become property of the Promoter;
- agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

#### **16. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

#### **17. TAMPERING AND OTHER MATTERS**

- 17.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.
- 17.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.
- 17.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

#### **19. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

**20. EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

**22. TERMINATION OF COMPETITION**

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

**23. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

**24. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

**25. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to [privacy@austereo.com.au](mailto:privacy@austereo.com.au). If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.