

**Channel [V] "OZ Artist Of The Year 2011" Competition  
Terms and Conditions**

**Entry into the competition**

1. Entry into the Channel [V] "Oz Artist Of The Year 2011" competition (the "**Competition**") is open to all residents of Australia. The Promoter is XYZnetworks Pty Limited (ABN: 71 066 812 119) of Level 1, 5 Thomas Holt Drive, North Ryde, NSW 2113 (the "**Promoter**"). Information on how to enter forms part of the terms of entry. It is a condition of entry that all entrants under the age of 18 must have their parent or legal guardian's express permission to enter this Competition in accordance with these Terms and Conditions. Entry into the Competition is deemed acceptance of these Terms and Conditions.
2. The officers, management and employees (or immediate family of an officer, manager or employee) of the Promoter, the supplier of the prize, the agencies associated with this Competition, FOXTEL, AUSTAR, Optus TV and their related bodies corporate are not eligible to enter.
3. Competition begins at 11:00am (AEDT) on Saturday 15<sup>th</sup> October 2011 and finishes at 23.59pm (AEDT) on Friday 2<sup>nd</sup> December 2011 (the "**Competition Period**").
4. Entrants can enter the Competition as many times as they like. All eligible votes submitted during the Competition Period will go into the draw to win the Major Prize and the Minor Prize.
5. To enter the Competition and be eligible to win, entrants must:
  - i. be a member or register for membership online at [www.vmusic.com.au](http://www.vmusic.com.au);
  - ii. Vote for their Top 50 Australian Artists of the Year between 11:00am (AEDT) on Saturday 15<sup>th</sup> October 2011 and 16.59pm (AEDT) on Friday 4<sup>th</sup> November 2011;

**AND/OR**

Vote for their favourite from the **Top 10** Australian Artists (Top 10 as determined from the Top 50 votes) between 11.00am (AEDT) on Saturday 5<sup>th</sup> November 2011 and 16.59pm (AEDT) on Friday 18<sup>th</sup> November 2011;

**AND/OR**

Vote for their favourite from the **Top 4** Australian Artists (Top 4 as determined from the Top 10 votes) between 11.00am (AEDT) on Saturday 19<sup>th</sup> November 2011 and 16.59pm (AEDT) on Friday 2<sup>nd</sup> December 2011, to decide who will be the Channel [V] Oz Artist of the Year.

Entrants must enter via the following method:

**Online:** All entries must be submitted via the [V] Music website ([www.vmusic.com.au](http://www.vmusic.com.au)) (the "**[V] Music Website**") and must include the entrant's vote, name, address, postcode, daytime contact phone number, and email address to be eligible. Incomplete entries will be ineligible.

6. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid. Entrants are not permitted to enter the Competition using multiple membership accounts or alias.
7. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited ("**Repeat Entry Device**"). If the Promoter reasonably believes that an entrant is using any Repeat Entry Device, the Promoter may disqualify that entrant without notice

**PRIZES**

8. There are 1 x Major Prize and 50 x Minor Prizes:
  - a) The Major Prize consists of one (1) x Travel Gift Voucher from the Flight Centre for the value of \$6000 ("**Major Prize**")

- b) Each Minor Prize consists of one (1) Channel [V] Oz Artist Top 50 merchandise pack (selection of items included in the Pack at the Promoter's sole discretion), valued at a maximum of \$50 ("**Minor Prizes**")

The Minor Prizes and Major Prize are collectively referred to as the "**Prizes.**"

9. The total Prize pool is valued at **AUD\$8,500** (Major Prize valued at AUD \$6,000 and Minor Prizes valued at AUD \$2500). The Promoter is neither responsible nor liable for any change in the value of the Prize occurring between publishing date and date the Prize is claimed. All Prize values are in Australian dollars.
10. The Prizes are not transferable, non-endorsable, non-refundable or not redeemable for cash. The Prizes or any element of the Prizes cannot be exchanged for any other prize. In the event that, for any reason whatsoever, a winner does not take an element of the 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 element. The contents of the Prizes will be at the Promoter's sole discretion. The Prizes are subject to availability and the terms and conditions of the entities supplying the elements of the Prizes. It is a condition of accepting the Prize that each Prize winner must comply with any conditions of use of the Prizes and the Prize supplier's requirements.
11. Once the Prizes have left the Promoter or the Prize supplier's premises, the Promoter takes no responsibility for any Prizes that are damaged, delayed or lost in transit.
12. **The Major Prize Winner** is responsible for all other ancillary expenses, including but not limited to, spending money, meals, drinks, transfers, laundry charges, activities, incidentals and taxes and duties, (excluding departure and any other flight associated taxes included within the prize) and travel insurance associated with using the Major Prize. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances, however, all costs and arrangements will be the responsibility of the Major Prize winner and his/her travel companion (where applicable).
13. **The Major Prize** is subject to availability and the terms and conditions of Flight Centre, the supplier of the Major Prize. It is the Major Prize winner's responsibility to first check any prevailing terms and conditions of use of the Major Prize with Flight Centre. It is a condition of accepting the Major Prize that the Major Prize winner must comply with all conditions of use of the Major Prizes, including the following:
- a) Redeemable with participating Flight Centre Limited Stores, within Australia;
  - b) Not redeemable for cash or travellers cheques;
  - c) The gift voucher is partially redeemable and it is up to the voucher holder to use the full value of the voucher within the validity period. Any unused balance will not be refunded or credited when the voucher expires;
  - d) Where the cost of purchase exceeds the available voucher balance, the voucher holder will be required to make up the difference between the purchase price and the gift voucher balance;
  - e) The voucher expires twelve months from the date of issue;
  - f) The store is not obliged to accept use of this voucher on a sale under \$20;
  - g) Flight Centre Limited disclaims responsibility for any lost or stolen vouchers;
  - h) Flight Centre Limited reserves the right to charge a fee for the replacement of lost or stolen Vouchers;
  - i) Defaced, mutilated, altered, lost or stolen cards will not be replaced or redeemed;
  - j) Cannot be used for payment of credit or retailer accounts;
  - k) Cannot be reloaded; and
  - l) Flight Centre reserve the right to change any terms contained in the terms (stated in this clause) of use at any time.
14. Only one Minor Prize per person will be awarded during the Competition Period (excluding SA residents who are entitled to win more than one Minor Prize). In the event that an entrant wins more than one Minor Prize (excluding SA residents), the first Minor Prize won will be awarded and the remaining Minor Prize(s) will be re-drawn. A Minor Prize winner is also eligible to win the Major Prize.

#### **JUDGING AND AWARD OF PRIZE**

15. The Major Prize Winner and Minor Prize Winners will be randomly selected from all eligible entries received during the Competition Period. The Winners will be drawn at 11:00am (AEDT) on Monday 5<sup>th</sup> December 2011 Salmat IDR, Level 2, 116 Miller St, North Sydney 2060. The Winners will be notified in writing and by phone within 2 days of the draw and their names will be published on the [V] Music website 2 days after this draw.

The Major Prize Winner will also be published in the Public Notices section of The Australian newspaper on Monday 12<sup>th</sup> December 2011.

16. Subject to any direction given under relevant State legislation if any Prize is not claimed by 10:00am (AEDT) on Monday 12<sup>th</sup> March 2011 an unclaimed prize draw will take place at Salmat IDR, Level 2, 116 Miller St, North Sydney 2060 at 12:00pm (AEDT) on Monday 12<sup>th</sup> March 2011. In the event of a re-drawn winner, they will be notified by phone and in writing within 2 days of the draw, and winners of a Prizes valued over \$250 will have their published in the Public Notices section of The Australian Newspaper on Monday 19<sup>th</sup> March 2011.
17. If the Major Prize winner cannot be contacted or does not claim the prize by the stipulated date in clause 19, then the Major Prize will be forfeited and a substitute prize will not be offered in lieu of the prize. If a Minor Prize winner cannot be contacted or does not claim the prize by the stipulated date in clause 18, then the Prize will be forfeited and a substitute prize will not be offered in lieu of the prize.
18. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day. If the date of notification is scheduled on a public holiday, the winner notification will take place on the following business day.
19. Prizes will be awarded to person named in the entry.
20. 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 Promoter.

## **GENERAL**

21. All entrants agree to provide the Promoter or the Promoter's authorised agent with proof of identity, residency, age and/or proof of entry validity if selected as a Prize winner or if reasonably requested by the Promoter or the Promoter's authorised agent. Proof of age, identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. In the event that a Prize winner cannot provide suitable proof, that Prize winner will forfeit the Prize in whole and no substitute will be offered.
22. All Prize winners are advised that tax implications may arise from their Prize winning and they should seek independent financial advice prior to acceptance of their Prize.
23. No responsibility will be taken by the Promoter, Channel [V], FOXTEL, AUSTAR or Optus TV or the Promoter's agents for the Competition for any changes in dates, times or cancellations or other arrangements that may prevent the Prize winners from winning the Prizes.
24. The Promoter reserves the right, in its absolute discretion, to disqualify:
  - a) any entry which, in the opinion of the Promoter, includes any objectionable content, profanity or is potentially insulting, inflammatory or defamatory; or
  - b) any individual who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.
25. Subject to relevant state authority approval, the Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to vary, postpone or cancel the Competition or award of the Prizes including, without limitation, circumstances where in the Promoter's opinion (which it shall form in its absolute discretion):
  - (a) a Prize winner does not satisfy the Competition entry requirements; or
  - (b) the Promoter cannot conduct the Competition or award the Prize/s (or a part of any Prize) for any reason beyond its control.

26. Subject to relevant state authority approval, in the event that the Promoter cancels or varies the Competition or varies or withdraws the Prizes (or a part of any Prize) it shall not:
  - (a) be liable to any person for any costs, loss or damage (including costs, loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal; or
  - (b) be required to conduct the Competition at any other time.
27. No responsibility will be accepted by the Promoter for late, lost or misdirected entries and all entries are deemed to be received at the time of receipt of the entry into the Promoter's database and NOT time of transmission by the entrant. The Promoter accepts no responsibility for outdated or incorrect contact details or contact details by which the entrant cannot be contacted during business hours on the relevant dates. It is each entrant's responsibility to inform the Promoter if his or her contact details change during the Competition Period.
28. The Promoter and the associated agencies are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication (including telephone, mobile or satellite), networks, computer equipment, software, websites (and associated website accounts and applications), or traffic congestion on the Internet or at any website, or any combination thereof, including 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.
29. A decision of the Promoter in relation to the conduct of the Competition is binding and conclusive and no correspondence will be entered into.
30. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter shall not be liable for any loss or damage which is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained by a Prize winner (including the Major Prize winner and any travel companion) as a result of taking the Prizes or entering the Competition.
31. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
32. The Promoter collects entrants' personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) for the purpose of conducting and promoting this Competition (including, but not limited to, determining and notifying winners). Entrants are advised that their personal information may be disclosed to State and Territory lottery departments and their names as the winner may be published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. Entrants are also advised that from time to time, the Promoter may disclose your personal information to third parties (including, but not limited to, third party prize providers) for the purpose of administering prizes or for other purposes contemplated in these Terms and Conditions.
33. In consideration for the Promoter awarding a Prize to a Prize winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the Prize (or Prizes) to appear in connection with the Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
34. By entering the Competition, all entrants agree that their name, image, biography, entries (including, but not limited to, any written answers, photographs/images and audio-visual recordings) may be reproduced, published, communicated, broadcast or shown to the public by the Promoter in any media for its promotional purposes, without compensation to the entrants, subject to the Promoter's privacy policy which is available at [www.vmusic.com.au](http://www.vmusic.com.au); for this purpose, each entrant grants to the Promoter a non-exclusive, perpetual, worldwide, and royalty-free licence in any such written answers, photographs /images and audio-visual recordings. Each entrant consents to any act or omission by the Promoter which may infringe any of the entrant's moral rights (within the meaning of the *Copyright Act 1968 (Cth)*), including: i) failing to attribute (or

correctly attribute) the entrant's authorship of the entry; or ii) making any modification, variation or amendment of any nature to the entry, whether or not it results in a material distortion or derogatory treatment of the entry.

35. Authorised under permit numbers: NSW: LTPS/11/08807, VIC: 11/2054, SA: T11/2040, ACT: TP 11/03919

If you require any further entry details please write to XYZnetworks Pty Limited (ABN: 71 066 812 119) at Level 1, 5 Thomas Holt Drive, North Ryde, NSW 2113.